

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

FEDERATION OF TEACHERS

LOCAL 2121

CONTRACT PROPOSALS

1978, 1981, 1984

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SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
FEDERATION OF TEACHERS
LOCAL 2121
2166 MARKET ST., SAN FRANCISCO, CA. 94114
PHONE (415) 861-2121

AFL - CIO

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May 16, 1978

Board of Governors
San Francisco Community College District
33 Gough Street
San Francisco, California 94103

SEP 5 1978

Dear Board Members:

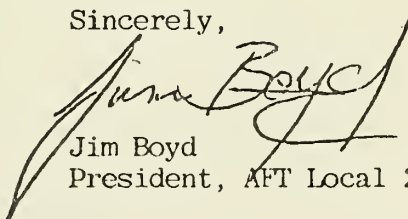
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Attached to this letter is our initial Contract Proposal in a detailed outline form subject to negotiations and agreement between the San Francisco Community College District Federation of Teachers, Local 2121, AFT/AFL-CIO and the San Francisco Community College District.

This proposal is being presented at this time to comply with Article Four, Section 3543.7 of SB 160. Contract language will be formulated appropriate to the bargaining process.

We request that you act upon this initial proposal in a timely manner so that negotiations between the parties can begin sufficiently in advance of the adoption of the final budget date.

Sincerely,



Jim Boyd
President, AFT Local 2121

JB:tc/opeiu3,afl-cio

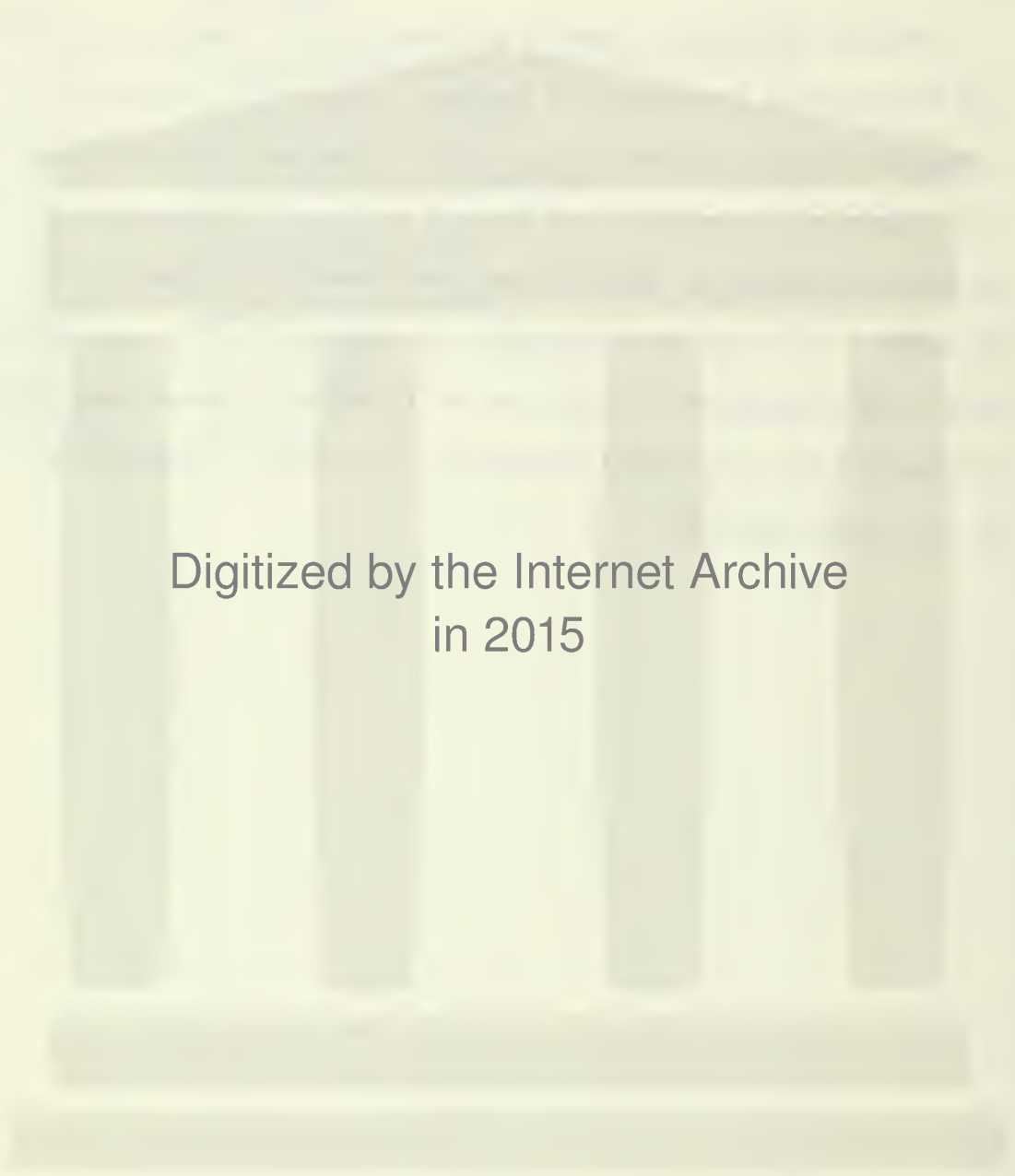
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PREAMBLE

The San Francisco Community College District Governing Board and the American Federation of Teachers, Local 2121, AFT/AFL-CIO, hereby enter this agreement in a spirit of mutual commitment to the educational excellence and general welfare of the total educational community of the San Francisco Community College District. In order to effectively accommodate the students and the communities that we are committed to serve, we shall strive, through good faith interaction and reasonable compromise, to reach fair resolutions of our common problems.



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ARTICLE I - BARGAINING UNIT

The bargaining unit shall be based on the inclusion formula used in the San Francisco Community College District unit determination decision.

ARTICLE II - ACADEMIC FREEDOM

Faculty members shall be entitled to full academic freedom in all professional areas and in actions as private citizens, both free of surveillance and censorship.

ARTICLE III - HIRING, UPGRADING, AND PROMOTION

The hiring policy shall give priority to those currently teaching in the District. Current part-timers shall be given priority in hiring for additional hours and new positions. Wherever possible, upgrading shall be used as a means of promotion of part-time instructors to full-time positions.

The hiring policy shall adhere to H.E.W. guidelines on affirmative action, and there shall be a procedure to enable Union representatives to participate in monitoring the effectiveness of the affirmative action program in hiring, upgrading, and promotion.

ARTICLE IV - ASSIGNMENTS AND SCHEDULING

An assignment procedure based primarily on request of the bargaining unit faculty member and dealt with through a departmental/program peer governance structure at City College and through a Center/program/site peer governance structure in the Centers Division.

A scheduling procedure based primarily on request of the bargaining unit faculty member and dealt with through a departmental/program peer governance structure at City College and through a Center/program/site peer governance structure in the Centers Division.

ARTICLE V - GOVERNANCE

Programs, departments, sites, Centers shall have stipulated election of chairpersons or their equivalent with recall procedures. Faculty shall determine the composition or any changes in composition of the various units. Faculty shall determine governance unit policies and procedures.

ARTICLE VI - EVALUATION

Evaluation procedures for full-time faculty members shall remain essentially the same as those previously approved by the Governing Board and now used in the respective divisions. There shall be an evaluation procedure for all part-time faculty members in the bargaining unit. The procedures for evaluating full-time and part-time faculty members shall be essentially the same.

ARTICLE VII - SENIORITY

The seniority procedure shall be based upon service which falls within the context of State Education Code and law.

ARTICLE VIII - TRANSFER

An equitable transfer policy dealing with permanent and temporary transfers, based primarily upon the bargaining unit faculty member's request and consent.

ARTICLE IX - RESIGNATION

Resignation must be non-coercive and non-prejudicial. A resignation must be in writing. The faculty member has the right to withdraw said resignation any time without penalty, prior to acceptance by the Governing Board.

ARTICLE X - SUSPENSION AND/OR DISMISSAL

Suspension and/or dismissal of bargaining unit faculty members shall be in accordance with appropriate State Education Code or laws, and district policy.

ARTICLE XI - REDUCTION IN FORCE

There shall be no reduction in force unless amply demonstrated under procedures outlined in this agreement and existing in State Education Code.

ARTICLE XII - LOAD AND CLASS SIZE

There shall be an equitable class size and hours policy. Load articles shall basically include but not be limited to the following:

- A. Non-credit classes shall have a 1.0 load factor.
- B. Elimination of lab differential to achieve lab/lecture equivalency.
- C. No one shall be required to work an overload.
- D. There shall be no limitation on overload, except as specified in the State Education Code or in this agreement.
- E. Where educationally sound, based on faculty talent, expertise and preferences, flexibility in scheduling shall be permitted.

ARTICLE XIII - WORK ENVIRONMENT

The District shall provide conditions conducive to a safe and agreeable work environment, including: presence of school nurses, adequate heating and cooling facilities, adequate maintenance, appropriate numbers of students relative to space and stations, offices, staff lounges, dining room, rest areas, faculty parking, adequate clerical and secretarial assistance, instructional aides and readers, and adequate supplies.

ARTICLE XIV - PROFESSIONAL GROWTH

A professional growth policy based on 1% of the District's budget jointly administered by the Union and the District shall provide tuition grants or other professional activities jointly agreed to by members of the bargaining unit. The District shall pay expenses to faculty members attending professional activities. These expenses shall include but not be limited to travel, lodging, meals and fees.

ARTICLE XV - CURRICULUM

The development of curricula, graduation requirements, certificate requirements, and course offerings shall continue to be faculty responsibilities.

ARTICLE XVI - COMMITTEES

The Union shall have the right to be a member with full privileges on all standing or newly-created District and/or Divisional committees.

ARTICLE XVII - NON-DISCRIMINATION

The District and the Union agree not to discriminate against any faculty member on the basis of race, color, creed, national origin, sex, age, physical handicap, sexual preference, political beliefs, political activities, political affiliation, marital status, or life style.

ARTICLE XVIII - CALENDAR

The instructional calendars shall consist of the minimum number of working and planning days specified by the State Education Code. The beginning and concluding dates of each period of instruction, the holidays and the vacation periods shall be negotiated.

ARTICLE XIX - PERSONNEL FILES

There shall be only one personnel file for each member of the bargaining unit. It shall be maintained at a central location, the file to be available to the bargaining unit member and to a Union representative if the member of the bargaining unit so desires. Criteria for maintaining the file shall be negotiated.

ARTICLE XX - ACADEMIC AND FACULTY SENATES

The Union supports the continuation and rights of the Academic and Faculty Senates in the San Francisco Community College District.

ARTICLE XXI - LEAVES

Leaves, both paid and unpaid, shall be available to all members of the bargaining unit. The District's present categories of leaves shall be essentially the same including but not limited to the following changes and/or additions:

Paid leaves

- A. Unlimited accrual in sick leave.
- B. Increased opportunity to attend professional and academic meetings and conferences for all members of the bargaining unit without loss of salary.
- C. After a minimum of six years' service, sabbatical leaves granted on request to all members of the bargaining unit.
- D. 75% compensation for faculty on one year sabbatical leave.
- E. The option to apply accumulated sick leave to maternity leave.
- F. Five days paid child care leave for natural and adoptive parents.
- G. Paid Union leave.

- H. 10 days paid personal business leave separate from sick leave and granted automatically on request.
- I. 15 days sick leave annually with unused days to accrue. District to render annual statements to each member of bargaining unit of the number of sick leave days the member has accumulated. Sick leave to be available for all voluntary hospitalization and recovery. The option to use accumulated sick leave for personal emergency leave.
- J. In determining eligibility for sabbatical leaves, service in state- and federally-funded programs to be computed on the same basis as locally-funded programs.
- K. Leave for Assault and Battery occurring in performance of duty.
- L. Quarantine Leave.
- M. Compassionate Leave.
- N. Bereavement Leave.
- O. Family Illness/Emergency Leave.
- P. Early Retirement Service Leave.
- Q. Governmental Order Leave.
- R. Position Leave.
- S. Full fringe benefits for partial leaves at reduced load.
- T. Industrial Accident Leave.
- U. Rehabilitation Leave.
- V. Professional Development Leave.

Unpaid Leaves

- A. Grant Leave.
- B. Military Service Leave.
- C. Illness Leave after exhaustion of paid sick leave.
- D. Opportunity Leave.
- E. Rest Leave.
- F. Parental Leave.
- G. Partial Leaves for reduced loads on pro-rata pay to be granted on request to all members of the bargaining unit.

ARTICLE XXII - BOARD-UNION RESPONSIBILITIES

- A. Savings Clause
- B. Prior Practice Clause
- C. Availability of Information

ARTICLE XXIII - PART-TIME TENURE

There shall be a clause granting tenure to part-time faculty.

ARTICLE XXIV - FACULTY RELEASED TIME

Faculty released time shall be available for all members of the bargaining unit for activities such as conferences and travel, committee work, and professional activities.

ARTICLE XXV - UNION RIGHTS

- A. No Reprisal Clause
- B. Union-Board Relations
- C. Union-District Meetings
- D. Payroll Deductions
- E. Campus Meetings and Use of Facilities
- F. Released Time
- G. Meetings of the Board of Governors
- H. Information to the Union
- I. Administration of the Agreement
 - 1. Copies of the Agreement
 - 2. Union-Board Meetings
- J. Union and Board Consultation Clause

ARTICLE XXVI - RETIREMENT

There shall be provisions for an early retirement program, provisions for early retirees to serve as consultants, provisions for surviving spouse and dependents to receive fringe benefits, and provisions for disabilitants to receive the fringe benefits they received prior to their disability. Retirants shall receive credit for sick leave or a lump sum cash settlement of \$5,000 and shall be entitled to fringe benefits.

ARTICLE XXVII - MENTAL AND PHYSICAL COMPETENCY PROCEDURE

There shall be a procedure to resolve a question of mental or physical competency.

ARTICLE XXVIII - REHABILITATION PROGRAM

District-paid rehabilitation program for employees who agree they have problems related to alcohol, drugs, or mental health, and the right to return to their positions.

ARTICLE XXIX - SALARY AND FRINGE BENEFITS

Under no conditions shall pay or benefits be less than under current scale and/or provisions.

The salary provisions shall include but not be limited to the following:

- A. There shall be a salary increase to regain ground lost because of the increase in the cost of living since 1973-1974. Salaries shall be adjusted periodically to compensate for increases in the cost of living.
- B. There shall be a Career Increment Step D.
- C. There shall be full pro-rata pay for part-timers and full-timers on overload.
- D. Equitable systems shall be devised for all faculty involved in extra pay for extra duty activities.
- E. There shall be paid transportation for travel between teaching assignments.
- F. There shall be a fair system for placement on the salary scale and increment credit.
- G. The Community College Vocational Credential shall be equivalent to an M.A. for salary placement and advancement.

The fringe benefits, which shall apply to all members of the bargaining unit, shall include but not be limited to the following:

- A. There shall be benefits for part-time instructors.
- B. There shall be a \$35,000 District-paid life insurance policy.
- C. There shall be disability retirement for instructors not eligible for State or City Disability Retirement.
- D. The District shall pay the employee's share of City or State retirement.
- E. Full orthodontia coverage for bargaining unit members, spouses and dependents.
- F. The Union shall select insurance consultants and shall negotiate the choice of insurance carriers.
- G. Optometric coverage for members of the bargaining unit not currently covered.
- H. Psychiatric coverage for members of the bargaining unit not currently covered.
- I. There shall be District-paid insurance coverage for any and all faculty who transport students to off-campus activities.
- J. There shall be an \$800 District-paid elective fringe benefit package to purchase items such as additional blocks of District-paid life insurance, automobile insurance plan, or tax-sheltered annuities.
- K. There shall be a cancer and dread disease plan fully-paid by the District.

ARTICLE XXX - GRIEVANCE PROCEDURE

A grievance procedure shall be available to all members of the bargaining unit. The scope of a grievance shall be based upon District practice, policy, State Code, and conditions of this agreement. A minimum of steps ending in third party binding arbitration.

ARTICLE XXXI - SPECIALIZED SERVICES

Specific proposals relating to the interests and general welfare of faculty in specialized services including but not limited to nursing, aeronautics, counseling, library, parent education, handicapped program, physical education, will follow. Proposals shall include provisions for wages, hours and conditions of employment beyond any proposals for general faculty.

ARTICLE XXXII - DEFINITIONS

Terms used in this contract will be defined.

ARTICLE XXXIII - DURATION

The duration of the contract to be negotiated according to the law (S.B.160).



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SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
FEDERATION OF TEACHERS
LOCAL 2121
2940-16th STREET, SUITE 305 SAN FRANCISCO, CA. 94103
(415) 861-2121

February 25, 1981

Herbert Sussman, Chancellor
San Francisco Community College District
33 Gough Street
San Francisco, CA 94103

Dear Mr. Sussman,

In accordance with SB160, enclosed is AFT 2121's contract proposal for the years 1981 to 1984. We request that you formally accept our proposal at the March 10, 1981 Board meeting so that the public will be able to respond in a timely manner.

We hope that negotiations can begin as soon as possible, following all legal requirements for notification.

Sincerely,

Lauri E. Fried Lee
Lauri E. Fried Lee
President, AFT 2121

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MAY 12 1981

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1.1 Duration

This Agreement is between the San Francisco Community College District (hereinafter referred to as "District" or "Board") and the San Francisco Community College District Federation of Teachers, AFT, Local 2121, AFL-CIO (hereinafter referred to as "Union" or "Local") and is effective on July 1, 1981, and shall remain in full force and effect through June 30, 1984, unless otherwise indicated herein.

1.2 Recognition

The District confirms AFT, Local 2121, as the sole and exclusive representative of all certificated employees in the San Francisco Community College District, excluding emeritus faculty who are not employed in a faculty position, temporary administrators, supervisory, confidential and management employees.

1.3 Unit Eligibility

The District agrees that it shall notify the Union when full-time faculty return to the unit from the supervisory unit, and when new faculty are hired. Such notification shall be given to the Union as quickly as possible, but no later than 30 working days after inclusion and/or approval by the Governing Board.

Article 2.0 EFFECT OF AGREEMENT

- 2.1 It is agreed the specific terms and provisions of this Agreement shall prevail over District policies and practices wherever such policies or practices are inconsistent with its terms.

Article 3.0 PAST PRACTICES

3.1 Entire Agreement

It is agreed that this contract comprises the entire agreement between the Union and District on all matters within the scope of representation, and, neither party hereto has any further obligation to meet and negotiate on such matters during the term of this Agreement.

3.2 Obligation to Bargain

The above provision is not intended to relieve the District of the obligation to bargain with the Union prior to changing any existing written rules, regulations, or practices which are within the scope of representation.

- 4.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. The parties agree they shall, upon the request of either party, within fifteen work days subsequent to any such decision meet for the purpose of negotiating such new terms or conditions required to correct the declaration of invalidity.

Article 5.0 NONDISCRIMINATION

- 5.1 The District and Union agree not to discriminate against any faculty member on the basis of race, color, creed, national origin, sex, age, physical handicap, sexual orientation, political beliefs, political activities, political affiliation, marital status or lifestyle. The Grievance Procedure may not be used for any claims arising hereunder for which another administrative forum, such as the Equal Employment Opportunities Commission or Fair Employment Practices Commission is provided by law. For the purposes of this Article, the Public Employment Relations Board shall not be considered an administrative forum.

Article 6.0 MANAGEMENT RIGHTS

- 6.1 The Union recognizes and agrees that the District retains its rights to amend, modify, or rescind terms and conditions of this contract or rescind policies and practices referred to in this Agreement temporarily as required by an emergency. An "emergency" is considered an Act of God, a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District shall immediately notify and consult with the Union. The Union agrees it will abide by such emergency decisions of the Board during the time of the declared emergency.
- 6.2 The District agrees that in regard to a declared emergency and decisions made therein, that the Union shall have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedure, Article 22.

7.1 No Reprisals

The Union and Employer agree that no reprisals will be taken against any person who exercises rights guaranteed by law or this contract or who executes responsibilities imposed by law or this contract.

7.2 Negotiations with Other Organizations

7.2.1

The Board or its representative(s) agrees not to negotiate with any other organization or individual in matters upon which Local 2121 is the exclusive representative. Local 2121 agrees that neither it nor its representatives will negotiate privately or individually with any person or persons not officially designated by the Board as its representative(s) in matters upon which Local 2121 is the exclusive representative.

7.2.2

This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

7.3 Dues Deduction

The District will request that the San Francisco Controller deduct from the pay of Union members and pay to the Union the normal and regular monthly Union membership dues as voluntarily authorized by unit members, in writing, by the employee on the Controller-approved form, subject to the following conditions:

7.3.1

The District agrees to request such deduction for all Union members within the unit recognized who have signed deduction forms if dues are in uniform amounts.

7.3.2

Such request for deduction shall be made only upon the submission on a Controller-approved form of a duly-executed and revocable authorization by the employee.

7.3.3

Such dues deduction shall remain in effect until cancelled by the Union member or by the Union, or until the member resigns from the District.

7.3.4

The Union agrees to hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from its request to the Controller for collection and deduction of Union dues.

7.4 Meetings and Use of Facilities

7.4.1

The Union shall have the right to use District facilities at reasonable times in accordance with established District regulations and procedures. Use of such facilities by the Union shall not interfere with nor interrupt normal District operations.

7.4.2

The Union agrees to leave the facilities used in a clean and orderly condition.

7.4.3

A unit member shall not be released from his/her District-assigned duties to attend meetings.

7.4.4

A reasonable number of duly authorized representatives of the Union may transact official Union business in the District. Reasonable access to unit members shall be accorded provided it does not occur during hours of scheduled assignments and does not interfere with the educational process. The Union shall provide to the District and update as required, the name(s) of Union representative(s) authorized to discuss official Union business with unit members.

7.5 Equipment Usage

The Union and its duly-authorized representatives may be allowed to occasionally use District equipment, with advance approval of management without cost, when such equipment is not otherwise in use. Supplies for all printed materials must be solely at the expense of the Union. District requirements shall at all times have priority over those of the Union.

7.6 Bulletin Boards/Mailboxes

For communicating with members:

7.6.1

The Union shall have the right to use institutional bulletin boards and mailboxes subject to reasonable regulations, and without charge.

7.6.2

Such communications must be dated and bear Union identification as the distributor.

7.6.3 Other Means of Communications

With advance approval of management, other means of communication may be utilized.

7.7 Parking Permits

7.7.1 Four (4) parking permits shall be provided the Union for use by Union representatives for parking at District sites.

7.8 Released Time

7.8.1 Grievances

District shall provide for the Union-Designated Grievance Representative at the Centers Division twelve and one-half (12½) hours per week of paid release time, and, to the Union-Designated Grievance Representative at the College Division seven and one-half (7½) units of paid released time for the purpose of grievance investigation, preparation and processing.

7.8.2 Negotiations

No paid released time shall be used or granted Union representatives for negotiation preparation. A maximum of three (3) authorized members of the Union Negotiating Team shall be released from their regular work duties without loss of pay or benefits, when negotiating meetings are scheduled during regular working hours of the members involved.

7.8.3 Paid Union Leave

In addition to the released time provided in 7.8.1 and 7.8.2 above, partial or full leaves shall be provided to unit members designated by the Union. These leaves shall be regarded as paid leaves. Such representatives shall remain on the District payroll and receive all benefit, including participation in the retirement system, but the Union shall reimburse the District for that outlay of District funds which covers the portion of time on leave.

7.8.4 When Union representatives or negotiators meet officially with District personnel, no matter at what time or location, such meetings shall be considered official District business, and Union representatives shall receive all the protections accorded to regular instructional activity.

7.9 Information to the Union

7.9.1 Board Agenda/Minutes

The District shall mail to the Union office one (1) copy of all official Board minutes and one (1) copy of each Board agenda "packet" excluding all confidential information or materials as defined by applicable law. This material shall be furnished to the Union no later than the time they are furnished to the Board. Four (4) additional copies of the Board agenda "packet" shall be made available to the Union on request.

7.9.2 Employee Lists

The District shall provide the Union with the names of unit members and their work site locations at the beginning of each semester.

7.9.3 Policies/Administrative Regulations

One (1) book of Board Policies and one (1) book of Administrative Regulations. During the term of this Agreement, the District shall provide copies to the Union of any changes, additions, alterations, or deletions to each book simultaneous with distribution to the management.

7.9.4 Budgets/Studies

The Union shall be provided with materials and data available to the public. Charges may not exceed cost. District shall provide the Union with the following at the time of submission to the Governing Board, without cost: a copy of CCAF-311; one (1) copy of the "Community College President's Study," and, one (1) copy of the "Analytical Summaries of Instructional Operations--City College of San Francisco," both by Mueller; one (1) copy of the "Self-Study and Team Accreditation Reports"; one (1) copy of "Attendance Report CCAF-320"; one (1) copy of "The Budget" in final adopted form; one (1) copy of each Board presentation preliminary, tentative, publication budget packets as prepared for public usage.

7.9.5 In addition to 7.9.4 above, the Union shall receive upon request any data, reports or studies which will aid in the preparation of collective bargaining proposals or in the evaluation of the implementation of the collective bargaining agreement.

7.10 Copies of Agreement

District shall print and distribute this contract to unit members within thirty (30) days of ratification of the contract by both parties. District shall supply one (1) copy to each unit member and 100 copies to the Union.

7.11 Union/Management Consultation

The parties agree that communication involving employer-employee relations, specifically administration of the contract in force, may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda to allow an understanding of the problem to be discussed or resolved and the date, place, and time requested. The receiving party shall, within three (3) work days, notify the requesting party of agreement or non-agreement to the meeting. Such meeting shall not be unreasonably denied. Meetings shall be held during Union members' non-working hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to bypass the grievance procedure and shall not constitute any invitation to renegotiate any provisions of the Agreement.

Article 8.0 ACADEMIC FREEDOM

8.1

Faculty members shall maintain the exclusive right and responsibility to determine grades based upon their professional judgment. No grade shall be changed without their approval.

8.2

Except with the specific consent of the faculty member involved, work stations shall be free from mechanisms, mechanical and electronic, by means of which management shall be able to listen or record procedures in said work stations.

8.3

The faculty shall have the Academic Freedom to seek the truth and guarantee freedom of learning to the students.

Article 9.0 EVALUATION

9.1 General

9.1.1

Management may visit any class or observe any certificated activity for purposes of observation and review of certificated activities. Such visits or observations are not part of the evaluation process or procedures.

9.1.2

The availability of clerical assistance and secretarial services may be taken into consideration in the evaluation process.

9.2 Regular Instructors

9.2.1

Shall be evaluated once each two years.

9.2.2

Shall be notified in advance of the semester he/she is to be evaluated.

9.2.3

Shall be evaluated between the sixth (6th) to the fifteenth (15th) week of the semester.

9.2.4

Evaluatees shall have the option of being evaluated by -

9.2.4.1 Self-Evaluation

9.2.4.1.1

Self-evaluation shall be made on the appropriate forms (Appendix).

9.2.4.1.2

Evaluatees shall have six weeks to complete a self-evaluation.

9.2.4.1.3

If an evaluatee fails to submit a signed evaluation after written notice and further refusal after 48 hours, the President or his/her designee shall require an immediate Peer-Management evaluation to be conducted. Such notice and refusal shall be documented and placed in his/her personnel file.

9.2.4.1.4

If, after submission of the Self-Evaluation Report and upon consultation with the evaluatee's appropriate manager or designee, management deems further evaluation appropriate, the evaluatee shall choose between 9.2.4.2 and 9.2.4.3 for further evaluation. Where the evaluatee fails to choose either 9.2.4.2 or 9.2.4.3, two weeks after notification, management shall choose either 9.2.4.2 or 9.2.4.3.

9.2.4.2 Peer Evaluation

9.2.4.2.1

Peer evaluation shall be coordinated through the appropriate manager or designee and shall be arranged so that no released time or cost to the District shall occur.

9.2.4.2.2

The manager/designee shall select three (3) Peer Evaluators. The evaluatee shall have the right to make three (3) disqualifications from those originally selected without stating cause.

9.2.4.2.3

The evaluatee shall be notified of the day and time of the formal evaluation visitations at least one week in advance.

9.2.4.2.4

Either the evaluatee or the evaluating team members (2 of 3) may request a pre-evaluation conference prior to the first formal class evaluation visit. This request must be made within 48 hours after the first advance notice of formal evaluation. Where either requests such conference, it shall be held prior to the first formal class evaluation visit.

9.2.4.2.5

After each formal visitation and prior to the formal writing of the evaluation, either the evaluators (2 of 3) or the evaluatee shall have the option of requesting, within 24 hours, a second visitation. If requested, the second visitation must occur before the evaluation is written.

9.2.4.2.6

The evaluatee, at the time of receipt of the evaluation report form, shall sign or initial the report indicating he/she has received it. If the evaluatee refuses to sign that he/she received the report, the evaluator shall so indicate on the report, signing his/her own name. The evaluatee may wish to file a rebuttal to the report, in which case this must be done within one week of receiving it. Any rebuttals received shall be attached to the report and placed in the evaluatee's personnel file.

9.2.4.3 Peer-Management Evaluation

9.2.4.3.1

The evaluation team shall be comprised of one management employee or designee and two (2) faculty members selected by management. The evaluatee shall have the right to make two (2) disqualifications, without cause, of the faculty members originally selected to be on the team.

9.2.4.3.2

Evaluation shall be arranged so that no released time or cost to the District shall occur.

9.2.4.3.3

The evaluatee shall be notified of the day and time of the formal evaluation visitations at least one week in advance.

9.2.4.3.4

Either the evaluatee or the evaluating team members (2 of 3) may request a pre-evaluation conference prior to the first formal class evaluation visit. This request must be made within 48 hours after the first advance notice of formal evaluation. Where either requests such conference, it shall be held prior to the first formal class evaluation visit.

9.2.4.3.5

After each formal visitation and prior to the formal writing of the evaluation, either the evaluators (2 of 3) or the evaluatee shall have the option of requesting, within 24 hours, a second visitation. If requested, the second visitation must occur before the evaluation is written.

9.2.4.3.6

The evaluatee, at the time of the receipt of the evaluation report form shall sign or initial the report indicating he/she has received it. If the evaluatee refuses to sign that he/she received the report, the evaluator shall so indicate on the report, signing his/her own name. The evaluatee may wish to file a rebuttal to the report, in which case this must be done within one week of receiving it. Any rebuttals received shall be attached to the report and placed in the evaluatee's personnel file.

9.2.5

Prior to the 6th week of the semester he/she is to be evaluated, the evaluatee may request student evaluation by means of student questionnaires.

9.2.5.1

Student questionnaires shall be uniform for all faculty in the same area or discipline (See appendix).

9.2.5.2

Faculty who choose Peer or Peer-Management evaluation shall have completed questionnaires forwarded to the evaluators who shall prepare appropriate summaries of the results. These summaries shall become part of the evaluation report.

9.2.6

Except as otherwise provided, the final evaluation report shall remain confidential except to authorized managers.

9.3 First and Second Year Contract Instructors

9.3.1

Shall be evaluated at least once each semester during their first three semesters of contract employment.

9.3.2

Shall be evaluated by a team comprised of one management employee or designee, two certificated employees selected by management, one of whom may be an appropriate supervisor, and one of whom shall be a faculty member from the Department or related discipline. The evaluatee may exercise one challenge, without cause, to the faculty member originally selected by management.

9.3.3

Shall be notified of the day and time of the formal evaluation visitations at least one week in advance.

9.3.4

Either the evaluatee or the evaluating team members (2 of 3) may request a pre-evaluation conference prior to the first formal class evaluation visit. This request must be made within 48 hours after the first advance notice of formal evaluation. Where either requests such conference, it shall be held prior to the first formal class evaluation visit.

9.3.5

After each formal visitation and prior to the formal writing of the evaluation either the evaluators (2 of 3) or the evaluatee shall have the option of requesting, within 24 hours, a second visitation. If requested, the second visitation must occur before the evaluation is written.

9.3.6

After the visitation, evaluators shall complete the appropriate form (Appendix) and arrange for a private post-evaluation conference with the evaluatee within two (2) weeks. Such report shall indicate whether performance was (1) Satisfactory (2) Satisfactory-needs improvement, (3) Unsatisfactory.

9.3.7

The evaluatee, at the time of receipt of the evaluation report form shall sign or initial the report indicating he/she has received it. If the evaluatee refuses to sign that he/she received the report, the evaluator shall so indicate on the report, signing his/her own name. The evaluatee may wish to file a rebuttal to the report, in which case this must be done within one week of receiving it. Any rebuttals received shall be attached to the report, and placed in the evaluatee's personnel file.

9.3.8

Except as otherwise provided, the evaluation report shall remain confidential, except to authorized managers.

9.4 Non-Instructional Faculty

9.4.1

Shall be evaluated on the basis of, and in accordance with, their status as regular, first year contract, or second year contract.

9.4.2

Evaluations shall be conducted generally in the same manner as that of instructional faculty, but shall also be based on observations, contact and student questionnaires where appropriate.

9.4.3

Student questionnaires for non-teaching faculty members shall be appropriate to their position, and, uniform within the non-teach department. Where utilized, they shall be in sufficient number to insure a cross section of opinion as determined by the evaluators. (Appendix)

9.4.4

Where student questionnaires are utilized, summaries of the results will be a part of the final report.

9.4.5

Failure to conduct, submit or sign appropriate evaluation report shall subject the evaluatee to the provisions stated for regular instructors if the evaluatee has regular status, or to those stated for first and second year contract instructors if the evaluatee first or second year contract status.

9.5 Part-Time Evaluation

9.5.1

Part-time faculty evaluation may take place when desired and/or scheduled by management.

9.5.2

Part-time employees who have worked fifty percent (50%) or more of a full-time load for three semesters or more, shall be provided upon request a peer-management, peer, student or self-evaluation, as provided for regular employees, except that:

9.5.2.1

Peer evaluations shall be done by two instead of three peers, and

9.5.2.2

Evaluatees shall have the right to make only one disqualification of faculty evaluators in either Peer or Peer-Management evaluations.

9.5.2.3 Such evaluation shall be conducted the semester requested, or within the ensuing two (2) semesters.

9.5.3

Part-time employees who have worked less than fifty percent (50%) but more than twenty-five percent (25%) for three (3) semesters or more, may be provided upon request, a peer, student or self-evaluation as in 9.5.2 above, wherever possible within that semester or the ensuing two (2) semesters.

9.5.4

Requests for evaluation shall occur no more than once every four (4) semesters subsequent to any evaluation.

9.5.5

All part-time evaluations requested shall be in accordance with the "Part-Time Evaluation Form" as mutually agreed and shall be without released time or additional cost to the District.

Article 10.0 SUSPENSION/DISCIPLINARY ACTION

10.1 No suspension or disciplinary action shall take place except for just and sufficient cause.

11.1

There shall be one official District personnel file for each faculty member which shall be maintained in the District Certificated Services Office. The file shall consist of records of employment with the District, records of educational advancement and other work or experience pertaining to the status of the faculty member's employment with the District, appointment request forms, leave forms, transcripts, recommendations and evaluations for job application, and correspondence pertaining to the member.

11.2

The following items, even though maintained separately, shall be considered as part of the official District personnel file: time rolls, attendance and payroll records, work orders, TB records, history cards, salary cards, credential records, schedule and assignment files. The District may add similar categories of routine personnel record-keeping to this list provided that the Union is notified that the list will be expanded.

11.3

Only materials in the official District personnel file (augmented by records maintained by other governmental agencies) shall be used in any proceeding affecting the status of the faculty member's employment with the District, and this file shall be the only file used in any disciplinary or dismissal proceeding.

11.3.1

A faculty member may inspect his/her personnel file upon written notice and during normal business hours at such times when the faculty member is not otherwise required to render service to the District. A faculty member may, upon his/her written authorization, designate a representative to review the file in the presence or the absence of the faculty member. Where the member selects a Union representative to review the member's file, the Union and member agree to indemnify and hold harmless the District for any loss or damage whatsoever arising from operation of this subsection. District agrees to be bound by applicable federal and/or state statutes concerning the privacy and confidentiality of such records and files. Access to the official District personnel file shall be limited to District administrators and supervisors and their properly authorized classified and confidential staff.

11.3.2

All reviews shall be done in the presence of a management employee or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.

11.3.3

Any item to be placed in the file shall be clearly identifiable as to its source or originator and its date of receipt by the District.

11.3.4

Faculty members shall be notified of any entry into their files or records which are deemed derogatory in nature, other than formal evaluations. The member shall have the right to respond in writing to any item(s) in his/her file which he/she deems derogatory. Such response shall be attached to the appropriate item(s).

11.3.4.1 If a faculty member wishes a deletion or a correction of any of the material being placed in his/her file, he/she shall request a personal conference with the Vice Chancellor, Certificated Services within twenty (20) days of the time the employee knew or reasonably should have known of the occurrence of the alleged improper filing.

11.3.4.2 The provisions of Article 22, Section 22.3 are applicable to this section. If a satisfactory resolution is not reached within ten (10) work days of the conference, the employee may present within ten (10) days thereafter, in writing, an appeal to the Chancellor/Superintendent.

11.3.4.3 Either the employee, the Chancellor or designee may request a personal conference within ten (10) days of filing/receipt of the appeal. Any such conference shall be by mutual agreement and held within ten (10) days of such appeal.

11.3.4.4 The Chancellor or designee shall communicate his/her decision in writing, within fifteen (15) days or initial receipt, or fifteen (15) days subsequent to a conference held between the parties, whichever is the longer period. The Chancellor's decision is final and binding.

11.3.4.5 The faculty member is entitled to a hearing with representation, but he/she may waive this right.

11.3.5

Materials excluded from review by the faculty member and the Union include ratings, reports and records obtained prior to the employment of the faculty member and any other materials related to application for other positions in the District. Where inconsistent with the law, this subsection shall not apply.

11.3.6

Upon request by a faculty member, copies of any materials which he/she is entitled to review shall be made for him/her. The first copy of material used by the District in any disciplinary, dismissal, or grievance proceeding will be provided at no cost. Any other copies will be at cost.

11.3.7

The District shall inform each faculty member requesting to see his/her file of the existence of those records maintained separately. Where a faculty member specifically requests to review those official records, the District shall provide for such review.

11.3.8

If a faculty member wishes a deletion or a correction of any part of his/her file, he/she shall first make a request in writing to the Assistant Chancellor, Certificated Services. If the request for deletion or correction is denied by the Assistant Chancellor, the faculty member may appeal the ruling in writing to the Chancellor/Superintendent. The faculty member is entitled to a hearing with representation, but he/she may waive this right.

Article 12.0 UPGRADING

12.1 Any faculty member with less than a full-time load may request that his/her assignment be increased:

12.2 Such increased load requests may arise from such events as:

12.2.1 A permanent or part-time faculty position vacancy occurring.

12.2.2 An increase in the total number of teaching hours in a program, discipline or department.

12.2.3 Increased student enrollment calling for the opening of additional classes or sections.

12.2.4 Creation of a new discipline, department or center.

12.3 Whenever possible, all openings shall be announced to the faculty and the Union at least one month prior to being filled.

12.4 Selection for upgrading

12.4.1 College

12.4.1.1 Full-time job announcements will be prepared and released to part-time unit members and long-term substitutes along with a copy of the CCSF upgrade request form. The form will state that the interviewing committee will welcome letters of recommendation to verify teaching competence and job performance.

- 12.4.1.2 The Department Screening Committee will recommend to the President at least one candidate for each position to be filled. Released time shall be given for members of the Screening Committee. If the number of qualified unit members is not sufficient, then the position shall be announced to the general public. If the President does not appoint from the recommended candidate(s), the President will give his reasons in writing to the Committee and the candidate(s), and the position will be announced to the general public.
- 12.4.1.3 Qualifications, affirmative action, seniority, job performance and special job related skills will be considered in both the selection of the candidates for recommendation to the President and in the final selection by the President.
- 12.4.1.4 If after the entire process is concluded, the President elects not to appoint any candidate, he/she shall state the reasons in writing to the Chair of the Screening Committee and the candidate(s).

12.4.2 Centers

- 12.4.2.1 Full-time job announcements will be prepared and released to part-time unit members and long-term substitutes along with a copy of the Centers upgrade request form. The form will state that the screening/interviewing committee will welcome letters of recommendation to verify teaching competence and job performance.
- 12.4.2.2 Permanent pools of qualified candidates for full-time positions shall be established in those disciplines with more than 30 FTE faculty members.
 - 12.4.2.2.1 These pools shall be reopened once a year, in March, and the selection process for the pools shall be completed by the end of the Spring semester of the Early Start calendar.
 - 12.4.2.2.2 Anyone who was in one of the pools in 1980-81 or enters a pool subsequent to this agreement shall remain in the pool until and unless he/she receives a permanent appointment.
 - 12.4.2.2.3 The following two methods can be used to enter the pool:
 - 12.4.2.2.3.1 Faculty with four years previous experience in this District shall be automatically placed in the pool.

- 12.4.2.2.3.2 Faculty in the Bargaining Unit but not falling under the above categories may apply to be placed in the pool.
- 12.4.2.2.3.3 No one else may be in the pool.
- 12.4.2.2.4 Faculty applying to be placed in the pool per 12.4.2.2.3.2 above shall be selected by a committee of 3 administrators and 3 faculty members, selected according to past practice. Released time shall be given for members of the Screening/Interviewing Committees.
- 12.4.2.3 In areas other than 12.4.2.2 above, selection shall be by a bipartite committee of 3 administrators and 3 faculty members, selected according to past practice. Released time shall be given for members of the Screening/Interviewing Committees. Every effort shall be made to complete the screening/interviewing process as quickly as possible.
- 12.4.2.3.1 The Screening/Interviewing Committees will screen and interview candidates in two groups: Unit members and non-unit members.
- 12.4.2.3.2 From each of the two groups described above, the Committee will select a subgroup of qualified candidates provided such a group exists in either subgroup. The committee will then select from the combination of these two subgroups those candidates to be recommended to the President.
- 12.4.2.3.2 From each of the two groups described above, the Committee will select a subgroup of qualified candidates provided such a group exists in either subgroup. The committee will then select from the combination of these two subgroups the candidate(s) to be recommended to the President.
- 12.4.2.4 All committees, administrators and the President shall consider affirmative action, seniority (including time in the pool for faculty in 12.4.2.2 above), job performance and special job related skills in selecting faculty for permanent assignments.
- 12.5 It shall be the District's intention to utilize the experience of part-time faculty gained in prior service to the District when making class assignments. When the services of a part-time faculty member are terminated for reasons other than lack of an available class assignment, such faculty member shall receive a written statement of the reasons of termination, upon request. Reasons for termination may be appealed to the President of the appropriate division and if not satisfactorily resolved, then to the Chancellor or designee for final decision.

- 12.6 Faculty members upgraded from part-time to full-time shall retain all sick leave accruals from their previous district part-time assignment.
- 12.7 Pay and fringe benefits based on the load following the upgrading process shall be granted in accordance with Articles 20 and 21, Compensation and Fringe Benefits.
- 12.8 Employees of the District will be given priority consideration when additional hours are available for assignment. This includes both additional hours on a part-time basis and permanent full-time assignments.
- 12.9 Full-time positions designated to be filled by Long Term Substitutes shall, whenever possible, be filled in accordance with this Article.

Article 13.0 ASSIGNMENT AND SCHEDULING

For purposes of this contract, assignments shall be divided into two categories. Ordinary assignment is the equitable process of assigning requested courses, hours, rooms, work schedules, and work places to faculty members within their areas of preparation, training, and experience at one center, site, program or department. An extraordinary assignment is one which does not fulfill all the conditions of ordinary assignment.

13.1 For all assignments:

- 13.1.1 Within each Department or Center, employees may each semester submit, on a form mutually agreed upon, to their immediate manager or designee, their desires with respect to their teaching programs and locations within the Department or Center.
- 13.1.2 Whenever possible, employees shall be notified in writing of their tentative assignments at least four (4) weeks in advance of the assignment becoming effective.
- 13.1.3 Changes in the faculty member's schedule shall not be made arbitrarily or punitively.
- 13.1.4 Any deviation from the contracted workload of a faculty member shall be adjusted within the following three (3) semesters. Faculty members who owe teaching units will be assigned sufficient extra load courses, without pay, to balance any deficit unit load existing, or at the option of the faculty member, have his/her salary reduced proportionately to balance the existing deficit. In cases where it is necessary to teach more units than those owed, the faculty member shall have the option of being paid for the additional hours or taking a reduced load within the next three semesters. No employee shall be assigned more than three units of extra load courses in one semester pursuant to this provision without the employee's consent.

13.2 For extraordinary assignments:

- 13.2.1 Full-time faculty may take as much of their teaching load as they desire in the evening or on Saturday, provided that such scheduling does not adversely affect the educational program. Evening or Saturday instruction shall be voluntary.
- 13.2.2 There shall be no compulsory overload except for faculty who have owed units for two semesters and elect not to take a proportionate cut in pay.
- 13.2.3 There shall be no compulsory split shift assignments. A split shift assignment is one which involves a break of more than two hours between classes or one which involves a total of more than four hours break in a day.
- 13.2.4 No faculty member shall be required to have more than three course preparations without his/her consent.
- 13.2.5 There shall be no compulsory split site or split department assignments. Instructors with split site assignments shall be compensated for transportation according to Article 20.
- 13.2.6 Faculty considering partial reassignment or being considered for partial reassignment shall upon request receive an interview with the assigning persons or hiring committee. Before compulsory reassignment can take place, the assigning persons must make a reasonable effort to consider all qualified persons for the assignment. In the event that none of the qualified persons desires reassignment, the assignment shall be given on a temporary one-semester basis. If the need for reassignment continues, the assignment shall be rotated.

13.3 Released time for committee work

Released time shall be provided, upon request, to all members of hiring/screening/interviewing committees or members of committees operating at the District or Divisional level.

13.4 Part time assignments

When because of low enrollment a part-time faculty member is not able to continue in his/her assignment from a previous semester, then the part-timer shall be given the first opportunity to return to the same workload when enrollment permits.

14.1

A transfer is a change in a unit member's given department or work site at the same load.

14.1.1

Where in the Centers Division, a given work site includes all of the physical locations under the administration of a specific Center, and

14.1.2

Where in the College Division, a given work site includes all of the buildings of the City College campus, or any one of the specific off-campus locations administered by the College President.

14.2

Exchange Transfer

An exchange transfer is a mutual agreement on the part of two or more faculty members to exchange positions, which must be approved by management, and is specifically excluded from the provisions of this article.

14.3

Effective beginning the Spring Semester, 1980, Schedule I and Schedule II employees, upon request, shall be given first consideration for transfers to full time vacancies occurring prior to the beginning of a semester.

14.4

Where a full-time vacancy occurs during a semester, the District shall temporarily place an employee or employees in the vacancy for the remainder of the semester. Schedule I and Schedule II employees shall be given first consideration for the position for ensuing semesters.

14.5

Applicants shall be considered on the basis of credentials, major and minor fields of study, qualifications, affirmative action, seniority, job performance, special job-related skills and the needs of the District in requests for transfer.

14.6

If there are no volunteer applicants selected pursuant to 14.5 above for a vacancy, the District may transfer a member involuntarily on a temporary basis.

14.7

Where involuntary transfers occur, other than reduction in force, and additional training is deemed required by the District in regard to Schedule I and Schedule II employees, such training shall be at District expense as to tuition, books and related expenses.

14.8

The Chancellor/Superintendent is authorized under the Education Code and authority delegated and imposed upon him/her by the Governing Board to make transfers of all employees based upon the needs of the District and consistent with the terms of this agreement.

Article 15.0 RESIGNATION

15.1

A resignation is a statement in writing on the part of a faculty member that he/she wishes to terminate employment with the District.

15.2

A faculty member may terminate his/her employment provided that he/she gives at least 30 days' written notice.

15.2.1

All resignations shall be submitted directly to the appropriate director or President's office, dated, and immediately forwarded to the District Personnel Office.

15.2.2

The District Personnel Office shall process all resignations of contract and regular faculty to the Governing Board after receipt at the District Personnel Office.

15.2.3

A contract and regular faculty member shall have the right to withdraw, without prejudice, his/her resignation, in writing, at any time up to one week in advance of the next Board meeting; other faculty members shall have the right to withdraw their resignations, without prejudice, in writing, prior to the hiring of a replacement faculty member.

15.3

After Board acceptance of a resignation, a written request by the faculty member to withdraw the resignation may be considered by the Governing Board.

Article 16.0 WORK ENVIRONMENT

16.1 District agrees to comply with all safety requirements as determined by the regulations of the California Occupational Safety and Health Act.

16.2 The District shall provide work stations conducive to optimum learning including but not limited to cleanliness, lighting, low noise level, proper humidity, proper heating, cooling and ventilation.

16.3 The District shall provide adequate security and police services to insure that work stations, sites and offices are safe so that faculty members can properly perform their duties in safety. These services shall be provided during all hours when campus, center, site, and work place(s) are in use.

17.1 General Provisions

17.1.1 Definition

A leave is an authorized absence from duty for a specific period of time. A leave protects the faculty member by holding his/her place until he/she returns to duty.

17.1.2 Extension of Leaves

Unless otherwise indicated, leaves may be extended upon mutual agreement between the unit member and management, for up to two additional years.

17.1.3 Salary

As indicated below, some leaves are without pay, some leaves are with partial pay, and some leaves are with full pay.

17.1.4 Fringe Benefits

Unless otherwise indicated, members on paid leave are eligible for and retain fringe benefits of their position; members on unpaid leave shall be eligible for and retain fringe benefits of their position, in accordance with the specific insurance program and carrier requirements, by paying monthly, in advance, the full District and employee costs of such benefit programs. Members not electing to pay such costs shall have coverage rescinded until return from leave. Upon return, such benefits shall be reinstated.

17.1.5 Retirement

Effective beginning the Spring Semester of 1980, the effect of leave on retirement eligibility and/or credit shall be exclusively governed by the State Teachers' Retirement System, or the San Francisco City & County Employees' Retirement System, whichever is applicable. Members should, prior to requesting leave, determine from the Retirement System sources the effect of such leave. Leave Forms will include the statement, WARNING - EMPLOYEES SHOULD CHECK WITH THEIR RETIREMENT SYSTEM FOR EFFECTS OF THIS LEAVE ON RETIREMENT ELIGIBILITY/BENEFITS.

17.1.6 Other Benefits

Unless otherwise indicated, time on paid leave shall be counted as time in service for all rights and benefits.

17.1.7 Notification of Leave:

17.1.7.1 Except in emergency situations or when waived by management, requests for unpaid leave shall be filed no later than forty-five (45) calendar days prior to the start of the semester in which the leave will begin, or

17.1.7.2

Where short-term (twenty (20) days or less), no later than five (5) days prior to the requested beginning day of leave.

17.1.7.3 The Divisional President or Chancellor/Superintendent or designee shall notify the applicant within 20 days of the application whether or not a recommendation for approval of the leave requested shall be forwarded to the Governing Board. Notification of approval or denial shall be provided immediately upon determination by the Board.

17.1.8 Return from Leave

17.1.8.1 Abridgment of Leave

The District may grant or deny requests for early return from leave or cancellation of approved leave.

17.1.8.2 Notice from Employee at End of Leave

17.1.8.2.1 An employee on any leave of absence longer than three (3) months shall notify the Certificated Services Office in writing at least forty-five (45) calendar days in advance of the expiration of such leave:

17.1.8.2.1.1 Of his/her intention not to return to duty; such notice shall be deemed a resignation.

17.1.8.2.1.2 Of his/her request for a leave extension.

17.1.8.2.2

Lack of such notification shall be deemed an intention to return on the date specified in the original approved leave application.

17.1.8.2.3

Where no notice and/or leave extension request has been received, and, no emergency exists to prevent return on the specified date, failure to return shall be deemed as a resignation by the Governing Board.

17.1.8.3 Notice to Employee regarding Extension of Leave

Within 20 days of the receipt of the request for extension of leave, the divisional President or Chancellor/Superintendent or designee shall notify the applicant as to whether or not a recommendation for approval of the leave requested shall be forwarded to the Governing Board. Notification of approval or denial shall be provided immediately upon determination by the board.

17.2 Unpaid Leave

17.2.1

A unit member may be granted a leave without pay for not more than twenty (20) assigned duty days in any one year period, subject to the discretion/approval of the Chancellor/Superintendent.

17.2.2

A unit member may be granted leave without pay for any period of time, upon recommendation of the Chancellor/Superintendent, and subject to the approval of the Board.

17.2.3

These leaves may be granted for, but not limited to, such purposes as personal study, research, rest, child care, union organization leave, governmental service, rehabilitation, Peace Corps, Action, personal business, professional growth, and court appearance.

17.2.4 Unpaid leaves shall not be unreasonably, arbitrarily or capriciously denied.

17.2.5

Board-approved unpaid leaves of one semester or one year when completed under nationally recognized fellowships or foundations (Fulbright, Guggenheim, etc.) do not break the continuity of service for salary increments and sabbatical credit, where applicable.

17.3 Sick Leave

17.3.1

17.3.1.1 Effective July 1, 1979, sick leave for full-time, Regular, Contract I and II employee illness or injury (only) shall be granted to each member at the rate of one (1) day per month of service computed on a contractual basis (ten days annually). Sick leave can be taken in $\frac{1}{2}$ day or whole day increments.

17.3.1.2 Other employees shall be granted sick leave on the basis of 1 sick day for every 17 days of service, not to exceed 10 in one academic year.

17.3.2

Earned sick leave which is not used may be accumulated indefinitely from one year of service to the next and may be used as required during such subsequent years of service.

17.3.3

Employee credit for sick leave of absence need not be accrued prior to taking sick leave by the employee, and, such leave may be taken at any time during the fiscal year, not to exceed the balance of the employee's sick leave entitlement through June 30 of that fiscal year

17.3.4

An employee who is on paid leave shall continue to earn all employee leave benefits to which entitled as though working. An employee who is on leave of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.

17.3.5

When a Full-time, Regular, Contract I or Contract II member has exhausted his/her sick leave benefits and is subsequently absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the member, the employee shall receive fifty percent (50%) of his/her regular salary during the period of such absence up to a maximum of five (5) school months.

17.3.6

17.3.6.1 Sick leave credit received by transfer from the previous employer of a new employee shall be accepted pursuant to the provisions and limitations provided in the Education Code.

17.3.6.2 It shall be the responsibility of the employee to notify the Chancellor/Superintendent's Office, in writing of the name and address of the District by whom he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which he/she is or was entitled at the time of separation.

17.3.7

At the time a member begins his/her employment for the academic year, he/she shall, annually, be provided with a current accounting of his/her accumulated sick leave.

17.3.8

An employee utilizing sick leave benefits under provisions of this Article shall provide the District with a signed "Certificate of Illness" and verification and, if absent five or more consecutive duty days, may be required to provide the District, upon return, with a statement from a physician verifying the ability to return to work.

17.3.9

Sick leave may be utilized by any person placed under quarantine on the same basis as though this person has been ill.

17.4 Maternity Leave

A unit member who is absent from duties because of a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom shall have the right to utilize sick leave or unpaid leave in accordance with applicable provisions of law and this contract. The beginning and ending date of such leave, and utilization of sick leave or unpaid leave of absence shall be determined by the employee and her physician at the time of request for such leave.

17.5 Industrial Accident and Illness Leave

For accident or illness which is job-incurred, members shall be provided leave benefits under the following provisions:

17.5.1

Allowable leave shall be sixty (60) days during which the schools of the District are required to be in session or when the member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

17.5.2

Allowable leave shall not be accumulated from year to year.

17.5.3

Industrial accident or illness leave shall commence on the first (1st) day of absence.

17.5.4

When a certificated unit member is absent from his duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her or not more than his/her full salary. The phrase "full salary" as utilized in this section shall be computed so that it shall not be less than the member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

17.5.5

Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

17.5.6

When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.

17.5.7

Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 87781 and 87786, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of that industrial accident or illness leave, provided that if the member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

17.5.8

During any paid leave of absence, the District will issue the employee appropriate salary warrants for payment of the salary including, where appropriate, temporary disability indemnity, and will deduct normal retirement and other authorized contributions; all without the necessity of preparing and issuing a temporary disability indemnity check to the employee who then endorses it to the District.

17.5.9

Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California, unless the Governing Board authorizes travel outside the state.

- 17.5.10 In cases of assault and battery, it is the duty of any faculty member who is attacked, assaulted, or menaced by any person and the duty of any person under whose direction or supervision such faculty member is employed who has knowledge of such incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. If the attack, assault, or menace was by a student, failure to make such a report is a misdemeanor punishable by a fine of not more than \$200, and any action designed to influence the faculty member not to make such a report is also a misdemeanor subject to a fine of not less than \$100 or more than \$200.

17.6 Extended Leave

When an employee has been on an extended leave due to industrial accident or illness, and, all leaves are exhausted, paid or unpaid, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. If, at any time, during the thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she will be reemployed in the first (1st) vacancy in the classification of his/her previous assignment. Upon resumption of his/her duties, the break in service will be disregarded and he/she will be fully restored as a permanent employee.

17.7 Personal Emergency/Necessity Leave

17.7.1

Effective date of ratification of this agreement, a certificated employee shall be granted up to a maximum six (6) days leave of absence in any school year, at his/her election, without advance permission and without loss of pay, in cases of personal emergency, where such leaves can be deducted from the employee's accumulated sick leave.

17.7.2

Personal emergencies include serious illness or death of a member of his/her immediate family; an accident involving his/her person or property, or the person or property of a member of his/her immediate family.

Religious holidays, personal business of a compelling nature, and appearance in court as a litigant require prior notice to management.

17.7.3

"Immediate family" will be interpreted to mean the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any significant other person.

17.8 Bereavement Leave

17.8.1

Effective date of ratification, members may be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days (five (5) working days if out-of-state travel is required) per occurrence on account of death of any member of the member's immediate family.

17.8.2

"Member of the immediate family," as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the member or of the member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or any significant other person.

17.9 Jury Duty/Witness

17.9.1

When regularly called for jury duty or as a witness in the manner provided by law, members shall be granted, upon request, a leave of absence without loss of pay for the day the employee is required to perform jury duty or serve as a witness during the employee's regularly assigned working hours.

17.9.2

Request for jury service/witness leave should be made by presenting as soon as possible the official court summons to the member's immediate supervisor or District designee.

17.9.3

Reimbursement to the District of any monies earned as a juror or witness, except mileage and meals allowance, shall be made by the member.

17.9.4

A member regularly called for jury duty or as a witness shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

17.9.5

Employees are required to return to work during any evening or weekend assignment in which jury duty/witness services are not required.

17.9.6

The District may require verification of jury duty/witness time prior to, or subsequent to, providing jury duty/witness compensation. Faculty member's check for jury services or other written verification from the court shall serve as verification.

17.10 Military Service Leave

Members shall be granted military leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans Code.

17.11 Legislative Leave

17.11.1

Any Regular employee elected to the Legislature shall be granted a leave of absence without pay for the duration of his/her elected term of office, if requested by the employee.

17.11.2

The employee must resume his/her full duties within six (6) months after his term of office expires.

17.11.3

Compensation for part-time services by a member on legislative leave shall be on a pro-rata basis of the member's full-time salary.

17.11.4

Unless otherwise agreed to, a member, upon completion of his/her term of office, shall be reinstated to a comparable position to the one he held prior to his/her election.

17.11.5

A person employed to take the place of a member who has been granted a legislative leave shall not have any right to such position following the return of such member's expiration of the term of office.

17.12 Early Retirement

This is an incentive plan whereby the employee retires before age sixty-five (65) but after age fifty-five (55) and is eligible for retirement benefits and is contracted to perform professional services for five (5) years or until the retiree is sixty-five (65)-- whichever comes first.

17.12.1 Age Requirement

The employee must have reached the age of fifty-five (55) before participation.

17.12.2 Initiation of Request

Although employee shall initiate the request, post-retirement employment contractual arrangements are made by mutual consent of the employee and the District before retirement according to the provisions of this Article. At the option of the employee, the contract can be revoked.

17.12.3 Other Requirements

The employee must have been employed full time in the San Francisco Community College District for at least ten (10) years in a position requiring certification.

17.12.4 Workload

17.12.4.1 Over the period of the plan, the employee's work assignment shall not exceed that which bears the same relationship to a regular employee's workload having comparable duties as the allowable STRS maximum bears to the early retiree's place on the salary schedule.

17.12.4 Workload (Continued)

17.12.4.2

Formula for computation shall be \$5,000 x 177 (days) divided by retiree's final scheduled annual salary.

17.12.4.3

Duties may include any activities agreed upon between the early retiree and District other than day-to-day substitution.

17.12.4.4

Employees who perform teaching services under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling and class sizes.

17.12.5 Salary

The employee shall receive \$5,000 or the maximum compensation allowable to those concurrently receiving retirement benefits. The employee may arrange with the District the manner in which this payment is made.

17.12.6 Fringe Benefits

Employees who retire with ten (10) or more years of service to the District and those acting as consultants under this plan shall continue to receive District-paid contributions for employee and dependent family member coverage in the health and dental plans, subject to the rules and regulations of the contracts with the health and dental plan organizations and this contract. A "retired" employee shall be defined as one who has retired for service or disability and who is eligible for or is receiving a retirement allowance from the State Teachers' Retirement System or San Francisco City and County Employees Retirement System.

17.12.7 Notification Dates

17.12.7.1 Any employee who is interested in participating in the plan shall notify the District no later than January 15 of the academic year preceding the first year of the contract.

17.12.7.2 After the employee requests early retirement, the District shall notify the employee by February 15 if this request is mutually acceptable, contingent on an agreement as to duties to be reached by March 15 of the academic year preceding the first year of contract.

17.13 Reduced Workloads - Pre-Retirement Reduction of Certificated Employee

Annual Workload

It shall be the policy of the District to permit the reduction of certificated employee workloads in accordance with the provisions of Education Code Sections 87483 and 22724 and the following regulations:

17.13.1 Age Requirement

The employee must have reached the age of fifty-five (55) before reduction in workload according to this provision.

17.13.2 Initiation of Request

The option of reduced-load employment must be by mutual consent, and can be revoked only with the mutual consent of the District and employee.

17.13.3 Other Requirements

The employee must have been employed full-time in the San Francisco Community College District in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.

17.13.4 Workload

The minimum workload for reduced-load employment shall be the equivalent of one-half ($\frac{1}{2}$) of the annual full-time workload as defined elsewhere in this agreement. Employees who teach under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling and class sizes.

Employees who work one-half ($\frac{1}{2}$) of a full-time workload may be able to fulfill their annual assignment by working full-time for one (1) semester.

Pre-retirement reduction in workload is limited to a period of five (5) years. Retirement can be taken at the end of each work-year, but retirement shall be mandatory at the conclusion of the 5-year pre-retirement program period.

17.13.5 Salary and Fringe Benefits

The employee shall be paid a salary which is the pro-rata share of the salary which the employee would have earned had he or she not elected to exercise the option of reduced workload. The employee shall retain all other rights and benefits enjoyed by full-time members of the unit.

17.13.6 Retirement System

The employee shall receive retirement credit as if he/she were employed on a full-time basis. Both employee and the District shall contribute to the retirement system the amount that would have been contributed if the member were employed on a full-time basis.

17.13.7 Notification Dates

An employee requesting participation in a reduced workload agreement must apply by January 15 for the following academic year or by September 15 for the following spring semester.

- 17.13.8 The divisional President or Chancellor/Superintendent or designee shall notify the employee within 20 days of the receipt of the request for reduced workload as to whether or not a recommendation for approval of the leave requested shall be forwarded to the Governing Board. Notification of approval or denial shall be provided immediately upon determination by the Board.

17.14 Sabbatical Leaves

General Information

All applications for sabbatical leave will be submitted on a form provided by the District and will include a full statement of the purpose and plans for use of such leave. This full statement becomes a major part of the employee's sabbatical contract with the District. Applications shall be submitted by March 15 for the following Fall Semester, and by October 15 for the following Spring Semester. The District shall notify those faculty who have applied for sabbatical whether or not their sabbaticals will be granted by April 1 for the following Fall Semester, and by November 1 for the following Spring Semester.

17.14.1 Basic Eligibility

Sabbatical leaves for regular certificated employees must be preceded by at least six consecutive years of service requiring certification qualifications, all of which shall have been full-time (Schedule I or II) service in the San Francisco Community College District.

17.14.2 Length of Leave/Criteria for Selection

17.14.2.1

Sabbatical leave may be granted for no more than one (1) year (two (2) semesters). A faculty member may elect to split his/her one (1) year (two (2) semester) sabbatical leave into two (2) non-consecutive semesters within a three (3) year period.

- 17.14.2.1.1 A member on one (1) semester sabbatical leave shall receive ninety percent (90%) of full salary for such semester.
- 17.14.2.1.2 A member on a one (1) year sabbatical, or on a one (1) year split-semester sabbatical shall receive sixty percent (60%) of full salary for such period(s).
- 17.14.2.2 If a sufficient number of eligible faculty members apply, sabbatical leaves shall be granted so that four percent (4%) of the total full-time (Schedule I and II) faculty will be on leave each semester; however, at least three-fourths (3/4) of such four percent (4%) granted and on leave must be for one (1) year sabbaticals.
- 17.14.2.3 In the event more eligible faculty apply than leaves available, leave shall be granted, determined in the following order:
 - 17.14.2.3.1 Greatest number of consecutive service years of full-time employment since date of hire or date of last sabbatical leave, whichever is later; if equal,
 - 17.14.2.3.2 Earliest hire date in a probationary status; if equal
 - 17.14.2.3.3 Earliest continuous part-time service hire date within the District; if equal,
 - 17.14.2.3.4 By lottery.
- 17.14.3. Approved Activities for Sabbatical Leaves
 - 17.14.3.1 Sabbatical Leave for Study
 - 17.14.3.1.1 During a sabbatical, a certificated employee shall complete at least nine accredited semester units, or their equivalent, of courses approved in advance per semester, and the employee shall be credited for one complete semester or year of service for salary increment purposes.
 - 17.14.3.1.2 Transcripts or other evidence of completion shall be submitted to the office of the Chancellor/Superintendent within sixty days of the certificated employee's return to duty, except that if credit is to be claimed for salary classification or for increments, transcripts must also be filed in accordance with the provisions of the Administrative Regulations pertaining to salary.

17.14.3.1.3

A special project or research problem may be substituted for the unit requirement if it is approved in advance by the Divisional President, Chancellor/Superintendent or his/her designee.

17.14.3.2 Sabbatical Leave for Travel

17.14.3.2.1

Certificated employees on sabbatical leave shall remain in travel status at least 80% of their sabbatical term.

17.14.3.2.2

The application for leave shall include, in general terms, an itinerary of the proposed travel, together with a statement concerning the proposed objective.

17.14.3.2.3

Upon completion of the leave and within sixty days of the employee's return to duty, a comprehensive written report shall be submitted to the appropriate President with a copy to Certificated Services Office showing fulfillment of the objectives.

17.14.4 Employee's Obligation Upon Return from Sabbatical

17.14.4.1

Upon completion of the leave and within 60 days of the teacher's return to duty, a detailed itinerary, and a written report describing and documenting the activities and accomplishments of the certificated employee during the sabbatical leave shall be submitted to the appropriate President with a copy to Certificated Services Office. This report shall include the documentation and such other information as the District Personnel Committee may require to determine if the program of study or travel approved upon has been carried out. The District Personnel Committee shall review the report to determine that the intent and purposes of the sabbatical leave have been satisfied and shall forward the report to the Chancellor/Superintendent or designee with its approval or disapproval.

17.14.4.2 The Chancellor/Superintendent or designee may, for good cause, authorize an extension of time not to exceed one year for the purpose of completing the necessary requirements of the sabbatical.

17.14.5 Required Services Following Sabbatical Leave

A certificated employee must serve two years of service at his/her full load after a one-year sabbatical leave, and one year after a one-semester sabbatical leave.

17.14.6

The District may take appropriate action if an employee fails to fully comply with his/her sabbatical leave agreement.

17.14.7

In case the program of study or travel, as agreed upon in the sabbatical leave contract with the District, is interrupted by serious accident or illness during such leave, and the accident or illness is properly verified by a qualified physician, such interruption shall not constitute a violation of the contract or prejudice the employee against receiving the rights and benefits provided for under the terms of the sabbatical leave. However, this provision is based on the fact that such interruption does not extend over a period of time that would cause the purposes of the sabbatical leave to be abandoned. In the latter case, the sabbatical leave would be terminated and a sick leave would be substituted. If a sabbatical is terminated due to illness or serious accident, the sabbatical leave salary shall also be terminated. In all cases of serious accident or illness of a certificated staff member on sabbatical leave, the Chancellor/Superintendent shall be notified by registered letter after occurrence or medical diagnosis.

17.15 Exchange Leave

17.15.1

The Governing Board of the San Francisco Community College District, subject to the rules and regulations prescribed by the Board of Governors, may enter into an agreement with the proper authorities of any foreign country, or of any state, territory or possession of the United States, or other district within the state, for the exchange and employment of its regularly credentialed employees and employees of public schools of any foreign country, state, territory or possession or other district within this state. Any certificated person so employed shall be known as an "exchange certificated employee."

17.15.2

An employee of the San Francisco Community College District may apply for such an exchange under an exchange leave.

17.15.3

Exchange leaves may be granted to employees upon approval of the Governing Board.

17.15.4

To be eligible for such a leave, an employee must be a regular employee for at least one full year and/or have served a minimum of two (2) years at his/her full load immediately prior to the period of the exchange leave.

17.15.5

The exchange leave is for one semester or one academic year only, unless extended for an additional year upon mutual agreement among the four parties, the educational institutions and the two exchanged employees.

17.15.6

The San Francisco Community College District shall pay its faculty member with the usual and full salary for the period of assignment with the host institution.

17.15.7

The San Francisco Community College District shall continue to contribute to its employee's fringe benefits in the same manner as if the employee were not exchanged.

17.15.8

At the completion of the exchange and upon return to duty in the San Francisco Community College District, the employee must serve at least two (2) consecutive years at his/her full load before becoming eligible for another exchange leave.

17.15.9

The San Francisco Community College District shall not be obligated to pay any costs for transportation, living or personal expenses incurred as a result of the exchange.

17.16 Partial Load Leave

Effective date of ratification, by mutual agreement between the employee and management, contract and regular employees may be granted a reduction from their full workload requirements. The employee shall receive pay on a pro-rata basis as the load reduction bears to his/her full load salary schedule placement. Increments shall be earned only where the reduced load is not less than seventy-five percent (75%) of his/her full load requirements. Retirement credit, if any, shall be in accordance with the Retirement programs' respective provisions. District-paid insurance benefits shall be furnished as though the employee is on his/her full workload.

17.17 Professional Growth Leave

Professional Growth Leave may be granted by the Chancellor or his/her designee to any faculty member, with or without pay, travel, expenses or fees, where such leave is determined as beneficial to the District.

18.1 Load shall remain according to past practice except for the following changes:

- 18.1.1 Non-credit classes shall be moved from .60 load factor to .75 load factor.
- 18.1.2 All laboratory student-contact teaching (such as lecture/laboratory, lecture/studio, and lecture/demonstration classes presently at .75 load factor; laboratory classes presently at .67 load factor; and courses such as Biology Field Trip courses presently at .50 load factor) shall be increased to a 1.0 load factor.
- 18.1.3 The non-teaching load shall be moved from a .43 load factor to a .50 load factor.
- 18.1.4 Business 52A and 52B (Intermediate Accounting) shall be moved from 5.0 faculty load credit to 6.25 faculty load credit.
- 18.1.5 Business Administration 1 and 2 (Accounting) shall be moved from 5.75 faculty load credit to 6.25 faculty load credit.
- 18.1.6 Business 54 (Auditing) and Business 55 (Cost Accounting) shall be moved from 3.0 faculty load credit to 3.75 faculty load credit.
- 18.1.7 ESL 1W, 2W, 1R and 2R shall be moved from 3.0 to 3.75 faculty load credit.
- 18.1.8 Drama 47 shall be moved from 2.0 faculty load credit to 6.0 faculty load credit.
- 18.1.9 Drama 48 shall be moved from 3.0 faculty load credit to 9.0 faculty load credit.
- 18.1.10 Drama 49 shall be moved from 1.0 faculty load credit to 3.0 faculty load credit.
- 18.1.11 Nursing: All clinical courses (courses held in hospitals) shall have 1.0 load factor per hour in class.
- 18.1.12 Allied Health programs: For Site Visitations, .67 load factor for each hour of instructor time. Formula shall be based on the assumption of 1/2 hour spent with each student per visitation.

$$1/2 \text{ hour} \times \text{No. of Students} \times .67 \text{ load factor}$$
- 18.1.13 Business 90 (Stenography) shall be moved from 5.0 faculty load credit to 7.0 faculty load credit.
- 18.1.14 TV courses: All required hours shall be compensated at 1.0 load factor.
- 18.1.15 Instructors assigned in the Reading Lab, Writing Lab, Biology Lab, and their equivalent shall have a .67 load factor.

- 18.2 Instructional faculty who are assigned 20 or more students as advisees shall receive reassigned time according to the following schedule:

# of advisees	Unit(s) of reassigned time (at 1.0 load fa
20-30	1.0
31-40	1.5
41-55	2.0
56-65	2.5
66-80	3.0

For additional students, continue to use the same formula.

- 18.2.1 Faculty members who are assigned fewer than 20 advisees shall accumulate credit toward reassigned time over a number of semester not to exceed 3 until the total number of advisees reaches at least 20, at which time the faculty member shall be scheduled reassigned time according to the above compensation table.
- 18.3 For purposes of determining teaching load, one classroom hour shall be defined as fifty (50) clock minutes of classroom instruction including all lecture, laboratory, lecture-laboratory, and any other mode or manner of instruction.
- 18.4 No faculty member shall be required to be present at a District working location for any minimum working period or any standard work day or any minimum number of working days a week.
- 18.5 A faculty member who has no scheduled classes or other duties shall not be required to be present on site or campus on such days.
- 18.6 A faculty member shall not receive any reduction in compensation nor an increase in workload because of a reduced schedule, decreased workload or other imbalance resulting from errors in scheduling, and/or changes in program.
- 18.7 All part-timers at 50% or more of a full-time load in the Centers Division prior to implementation of 18.1.1 above shall be made full-time.
- 18.8 Class Size
- 18.8.1 Class size shall be computed two work days after the end of "Add V at the College.
- 18.8.2 Class size shall be determined in the Centers by an average of one week's attendance for classes meeting four or five days per week; an average of two weeks' attendance for classes meeting two or three days per week; an average of three weeks' attendance for classes meeting once a week. The determination of class size can be made any week, two consecutive weeks or three consecutive weeks depending on the frequency of class meetings, with the exception of the first week.

18.8.2.1 The maximum class size shall be 25 students per class except in the instances below. The exceptions shall include but not be limited to the following categories:

1. Remedial and Basic Skills Classes.....20
2. ESL Classes.....20
3. Physical Education Dance Composition Classes.....20
4. Aeronautics and Airport Maintenance.....20
5. Classes with Individualized Instruction.....15
6. Classes requiring close supervision for student learning, health and/or safety.....15
7. North Gym Physical Education Individual Sports.....15
8. Psych Tech and LVN lecture.....15
9. Psych Tech and LVN lab.....10
10. Classes for the Handicapped.....10
11. Co-operative Nursery -- Parent Education.....10
12. Drama Performance Classes.....10
13. Laboratory classes.....12
14. Music Instrumental Training & Performance Classes..... 8
15. Nursing 50 & 51 (Hospital Lab)..... 8
16. Counselors (Counselor/Student ratio).....350
17. Special Education Counselors(Counselor/Student ratio)275
18. Skills Center Counselors (Counselor/Student ratio)...200
19. Librarians (Librarian/Student ratio).....400
20. Student Health(Student Health Worker/Student ratio).2500

18.8.2.2 Classes of more than the specified maximum shall be allowed under the following conditions:

- 18.8.2.2.1 If the workspace can safely accommodate more than the specified maximums, and
- 18.8.2.2.2 If larger classes are educationally sound as determined by the Department/Program/Discipline and by the Union.
- 18.8.2.2.3 Under no circumstances shall a faculty member teach a class at more than the specified maximum class size without his/her approval as well as approval of the Department/Program/Discipline. The Union shall be notified of any such agreements.

18.8.2.3 Class size and counseling load shall be smaller than the maximum in courses and programs and areas in which the certifying or contracting bodies recommend or require smaller class size and counseling load for certification.

18.8.2.4 No class size or faculty-to-student ratio shall exceed the limits required by law.

- 18.8.2.5 Classes which work with dangerous equipment and dangerous substances shall be as small as safety to faculty members and students dictates. Formats of instruction other than those listed will have their student to faculty ratio determined by the Department/Program/Discipline in the appropriate division in which the class or service is provided. The Union shall be notified of any such decisions.
- 18.8.2.6 If the number of available work stations and/or required pieces of equipment available for a particular course, class, shop, or laboratory class are less than the maximum class size, the class size maximum shall be lowered appropriately.
- 18.8.2.7 Where working space and/or stations are limited, the maximum class size shall be reduced from established maximums in order to insure the health and safety of the faculty members and students.
- 18.8.2.8 Third and fourth semester classes in a series shall not be cancelled because of low class size.

ARTICLE 19.0 CALENDAR

- 19.1 District agrees to same formula for fiscal years 1981-82, 1982-83, 1983-84 as to calendar.

20.1 Salaries

- 20.1.1 For fiscal year 1981-82, the District shall provide a salary increase of 4.5% in addition to a cost of living increase equivalent to the Bay Area CPI July 1, 1980 to June 30, 1981. For fiscal years 1982-83 and 1983-84, the District shall provide each year a 4.5% salary increase in addition to cost of living increases equivalent to the previous year's July 1 to June 30 CPI increases.
- 20.1.2 For all part-time faculty, the District shall provide full pro-rata pay based on the proportion of the part-time load to the standard full-time load for faculty in similar categories.
- 20.1.3 Career increments A, B and C shall become steps 19, 20 and 21 of the salary schedule. Advancement shall be according to procedures and criteria for advancement to steps 2 through 18.

20.2 Advancement -- Annual Increment

The principle of the payment of an annual increment is hereby continued in effect, subject to the following limitations:

- 20.2.1 An employee must have served a complete academic year. An academic year for salary purposes shall be: (a) service of no less than 75% of the number of days of an academic year; or (b) more than 75% of the hours considered as a full-time assignment for regular employees having similar duties.
- 20.2.2 An instructor may not advance beyond the maximum rating indicated on the Salary Schedule for each classification. The classifications are based upon added preparation beyond the bachelor degree or adult certificate. (For further details, refer to Professional Growth Increment/Classification Advancement.)
- 20.2.3 A community college credential authorizing instruction in vocational subjects or, prior to January 1, 1971, a standard designated subjects credential authorizing instruction in vocational subjects shall be considered equivalent to the Bachelor's degree plus 30 units for movement on the Salary Schedule.
- 20.2.4 Instructors with Community College Credentials, irrespective of academic degrees, shall be entitled to move up the salary schedule to the maximum on Schedule F. These instructors shall also be entitled to professional growth increments as provided for vocational instructors in the appropriate sections of Article 20.3.

20.3 Professional Growth Increment/Classification Advancement

Professional growth increments are granted in addition to annual increments. These increments are based upon units of verified course work completed at an accredited college or university, upon completion of in-service courses or workshops offered by the San Francisco Community College District which have been specifically approved for in-service credit, or upon verified attendance at a trade seminar/course offered through a trade association or industry.

20.3.1

An instructor will be granted an increment for every 15 units of verified course work completed at an accredited college or university beyond the Baccalaureate, to a maximum of 60 units, or 4 increments, subject to the following limitations:

20.3.1.1

Prior written approval of courses for increment credit must be obtained from the Assistant Chancellor/Certificated Services.

20.3.1.2

Only one professional growth increment is granted in any one year except as to 20.3.5 below.

20.3.2

In-service courses or workshops offered by the San Francisco Community College District and approved in advance for increment credit shall be granted one non-college unit of credit for 16 hours of attendance and an outside study assignment. If there is no outside study assignment, one non-college unit of credit will be granted for 32 hours of attendance. Verification of attendance and completion of assignment must be submitted to the Certificated Services Office immediately after completion of the course or workshop.

20.3.3 An instructor in a vocational area shall be granted an increment for every 15 units of verified course work completed at an accredited college or university, to a maximum of 60 units, or 4 increments, subject to the following limitations:

20.3.3.1 For courses taken prior to this agreement, credit shall be given upon approval of the Trade/Tech Professional Growth Committee (See 20.3.5)

20.3.3.2 For courses taken following this agreement, prior written approval shall be obtained from the Trade/Tech Professional Growth Committee.

20.3.3.3 Only 1 professional increment is granted in any one year except for the first year of this agreement, when adjustments may be made

20.3.4 An instructor in a vocational area shall be granted credit for trade seminars/courses offered through a trade association or industry at the rate of 32 hours of attendance being equivalent to 1 unit of credit.

20.3.5 Effective the beginning of this agreement, a Trade/Tech Professional Growth Committee shall be established in each division, to review, approve and verify seminars/courses for vocational instructors per 20.3.3 and 20.3.4 above. This committee shall be composed of 2 administrators appointed by the District and 2 faculty members from vocational areas, appointed by the Union.

20.3.6 An instructor who earns units beyond the bachelor's degree or a non-degree instructor of vocational subjects who earns units after issuance of his/her credential may move from one salary classification to another as he/she meets the requirements of the next classification.

20.3.7 An instructor who earns a doctorate from an accredited institution subsequent to contract appointment shall be allowed credit for up to two additional increments.

20.3.8 A Doctor of Arts degree, Bachelor of Law or Juris Doctor degree earned from an accredited institution subsequent to the Baccalaureate shall be considered as the equivalent of the earned doctorate.

20.3.9 Deadlines

20.3.9.1

For course work completed or degrees awarded during an academic year, increments will be granted in the following academic year, subject to 20.3.7.3 below.

20.3.9.2

For course work completed or degrees awarded during the summer, increments will be granted for the forthcoming academic year, subject to 20.3.7.3 below.

20.3.9 3

Official transcripts must be submitted to the Certificated Services Office immediately upon receipt but must be submitted by November 30 to affect salary for that current academic year.

20.4 Overload Assignments -- Payment

Contract and Regular Schedule I employees and Long-Term Substitutes who are assigned overload hours will be compensated at the appropriate pro-rata rate of pay.

20.5 Personal Automobile -- Reimbursement

The District shall reimburse an employee for advance authorized use of his/her personal automobile on matters of official District business at the prevailing District rate, but not less than 22 cents a mile. Such requests must be submitted on the proper District forms and in a timely manner.

20.6 Faculty sponsors of Associated Students approved clubs shall be compensated at the non-instructional rate for all reported activities up to a maximum of 25 hours per semester.

20.7 Salary payments shall be on a monthly or a twice a month basis according to the request of the unit member. Monthly salary may be paid on a 10 or 12 month basis, according to the request of the unit member

- 20.8 If a regularly scheduled pay date falls on a weekend or a holiday, salary warrants shall be delivered on the last scheduled work day before the weekend or holiday.
- 20.9 If pay checks are not available to the faculty on the scheduled pay date, the District shall pay a penalty of 18% on an annual rate per each day of delay.
- 20.10 Extra assignments

The following unit members who regularly perform the following designated assignments shall be compensated for such extra duties on a pro-rata basis as follows:

250 hours per season

Head football coach
Head basketball coach

200 hours per season

Athletic Director
Head track coach
Head baseball coach
Women's volleyball coach

150 hours per season

Assistant football coach
Tennis coach
JV Basketball coach
JV track coach
Water Polo coach
Gymnastics coach
Badminton coach
Men's volleyball coach

Cross Country coach
Soccer coach
Golf coach
JV baseball coach
Swimming coach
Fencing coach
Archery coach

150 hours per year

Dance head coordinator

100 hours per year

Dance instructor

30 hours per year

Skiing instructor

50 hours per year

Drama instructor

150 hours per year

Forensics

150 hours per year

Music performances

300 hours per year

intramural

An additional 15 hours per week shall be given for post-season activities and state play-offs and tournaments. Transportation and expenses shall be paid for those instructors who are required to travel to competitions.

21.1 The following fringe benefits shall be continued and extended to bargaining unit members at 40% or more of a full-time load:

21.1.1 Medical

The District shall provide medical care to all eligible unit members for the years 81-82, 82-83, 83-84 at the same level of coverage. The District shall during the life of this agreement pay increased premiums for such coverage if any

21 1.2 Drug/Dental (including Orthodontia)/Life Insurance

The District shall provide the following fringe benefits for all eligible unit members: Dental Program (including Orthodontia) Prescription Drugs and Life Insurance for the years 1981-82, 1982-83, 1983-84 at the same level of coverage District shall during the life of this agreement pay increased premiums for such coverage if any.

21 2 Dental coverage for retired members

Bargaining unit members shall, upon retirement, continue to have District-paid dental coverage

21.3 The Union shall be entitled to one (1) representative at all District insurance meetings considering drug, dental and life carriers, bids, specifications and selection, including selection and specifications for consultants for the above-mentioned insurance.

22.1 Purpose

To provide an orderly procedure for reviewing and resolving grievances promptly.

22.2 Definitions:

22.2.1 Grievance

A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.

22.2.1.1

Grievance as defined in this Agreement shall be brought only through this procedure.

22.2.1.2

Actions to challenge or change the policies of the District as set forth in the policies, rules and regulations, or administrative regulations and procedures not contained within this Agreement, must be undertaken under processes determined by present existing policies.

22.2.2 Grievant

Grievant is any unit member with a grievance, or any group of unit members having the same grievance.

22.2.3 Day

A "day" (for purposes of this Grievance Article) is any day on which the central administrative office of the District is regularly open for business.

22.3 Time Limits

22.3.1

Grievant who fails to comply with the established time limits at any step shall forfeit all rights for that grievance to further application of this Grievance Procedure.

22.3.2

District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

22.3.3

Time is of the essence in all processing of grievances.

22.3.4

Time limits and steps may be waived by mutual agreement.

22.4 Other Provisions

22.4.1 Member's Legal Rights

Nothing contained herein shall deny to any unit member his/her legal rights under state or Federal constitution and laws.

22.4.2

A unit member may be represented and accompanied by a designee of his/her choosing at any point in this procedure.

22.4.2.1

Employees who allege a grievance concerning common matters of fact and contract provision may elect to file a class action/group grievance. Where class action/group grievance, one unit member shall represent, at all steps and levels, the entire group, except those not wishing to be included.

22.4.2.2

In all grievance proceedings, including class action/group grievance, both the Union and the District shall be limited to two representatives, unless mutually agreed otherwise.

22.4.3

Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this Grievance Procedure.

22.4.4

The time and day of any meetings at any stage or level of this procedure shall be by mutual agreement between the grievant, Union designee and management. Any such meeting shall, whenever possible, be during non-working hours of the grievant or designee.

22.4.5

Wherever any meeting is agreed to, or required, during the grievant or designee's regular working hours, he/she shall be excused with pay for that purpose.

22.4.6

Only matters essential to the proper maintenance of an accurate personnel file may be placed in an individual's personnel file. Except for the final remedy, no material used or developed solely for processing a grievance shall be placed in the member's personnel file.

22.4.7

If the grievant chooses to represent him/herself, the Union shall be given a copy of the grievance at the time of submission at the District level. When the Union is not the designated representative of an employee in the grievance procedure, the employer shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. Such response shall be filed within 10 days of receipt of such proposed resolution.

22.4.8

The parties shall exchange, upon request, pertinent information necessary or required to process any grievance.

22.4.9

No faculty member at any stage of the grievance procedure shall be requested or required to meet with any supervisor or management employee concerning any aspect of a filed grievance other than those outlined in this procedure.

22.5 Procedural Steps

22.5.1 Informal/Oral

Within 20 days of the time an employee knew or reasonably should have known of the occurrence of an alleged grievance, the employee shall discuss the alleged violation with the management-designated employee not in the bargaining unit having jurisdiction.

22.5.2 Formal Level - District Chancellor

22.5.2.1

If a satisfactory resolution is not reached within ten (10) days of the informal/oral step above, the member shall present, within ten (10) days thereafter on the "Statement of Grievance Form," attached hereto as Exhibit "E," the grievance in writing to the Chancellor or his/her designee.

22.5.2.2

Either the grievant, the Chancellor or designee may request a personal conference within ten (10) days of filing/receipt of the written grievance. Any such meeting shall be by mutual agreement and held within ten (10) days of request.

22.5.2.3

The Chancellor or designee shall communicate the decision to the grievant in writing within fifteen (15) days of receipt or fifteen (15) days subsequent to a conference held between the parties, whichever is the longer period.

22.5.3 Arbitration

22.5.3.1

Within fifteen (15) days after receipt of the decision of the Chancellor, the Union may, upon written notice to the Chancellor, submit the grievance to arbitration under, and in accordance with, the prevailing rules of the American Arbitration Association. Upon mutual agreement, the AAA rules governing expedited arbitration may be utilized.

22.5.3.2 Power of the Arbitrator

It shall be the function of the arbitrator, and he is empowered except as his powers are herein limited, after investigation and hearings, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

22.5.3.3 The arbitrator shall have no power to:

22.5.3.3.1

Add to, subtract from, disregard, alter or modify any of the terms of this Agreement;

22.5.3.3.2

Establish, alter, modify or change any salary schedule or salary structure;

22.5.3.3.3

Rule on any of the following:

22.5.3.3.3.1

Any matter involving evaluation and other than compliance with procedures;

22.5.3.3.3.2

Termination of services of, or failure to reemploy any probationary, temporary or part-time certificated employee.

22.5.3.4

Where any grievance is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

22.5.3.5

The decision of the arbitrator shall be final and binding on all parties.

22.5.3.6

All fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the incurring party, and, neither party shall be responsible for the expense of any witness called by the other.

23.1 The terms and conditions of this Agreement shall, in regard to categorically-funded programs and positions, be subject to the funding agency requirements and the grant contract provisions.

- 23.1.1 District shall, in all grants applied for subsequent to ratification of this Article, make every effort when applying for categorical funds to incorporate, where appropriate, the applicable provisions of this Agreement.
- 23.1.2 District shall not, subsequent to ratification of this Article, in any grant, allow Temporary Schedule I and Schedule II categorical employees to be required to perform a higher work load than District-funded Schedule I and II employees.
- 23.1.3 Calendar for categorically-funded programs or positions shall be in accordance with the terms and conditions of the grant, except that no Schedule I and Schedule II categorical employee shall be required to perform for more than one hundred seventy-seven (177) days without receiving additional compensation at the appropriate rate of pay. No one in a categorical program shall be required to work during the summer.
- 23.1.4 All categorically-funded programs and positions applied for after ratification of this Article shall be for no less than the prevailing applicable salaries, then existing, paid other District-funded employees.

23.2 Personnel File -- Where a personnel file is maintained for categorically-funded employees, the employee shall have access to such file in accordance with Article 11, "Personnel File."

23.3 The following terms and conditions of the contract covering District-funded employees shall be applicable to categorically-funded programs and positions:

- Article 1 -- "Bargaining Unit"
- Article 3 -- "Past Practices"
- Article 4 -- "Separability and Savings"
- Article 5 -- "Nondiscrimination"
- Article 6 -- "Management Rights"
- Article 7 -- "Union Rights"
- Article 8 -- "Academic Freedom"
- Article 10 - "Suspension/Disciplinary Action"
- Article 12 - "Upgrading"
- Article 13 - "Assignment & Scheduling"
- Article 16 -- "Work Environment"
- Article 17 - "Leaves" in the following provisions only:
 - 17 1.1, 17 1.2, 17.1.3, 17 1.4, 17,1.5. 17 1.7, 17 1.8,17.2
 - 17 4, 17 5, 17 7, 17 8, 17 9, 17 10, 17 17
- Article 18 - Load & Class Size
- Article 20 - Salary/Compensation
- Article 21 - Fringe Benefits
- Article 22 - Grievance Procedure

- 23.4 Notwithstanding any other provision of this Article, full-time District employees (tenure/tenure track) assigned fully or partially to a categorically-funded program or position whose salary and benefits are fully or partially charged to categorical funding, shall receive and have applied the terms and conditions of this contract as though on a District-funded program or position
- 23.5 Evaluation -- Categorically-funded employees be provided, upon request, a peer, student, or self-evaluation as in Article 9, Section 9.5.2, whenever possible within that semester or the ensuing two (2) semesters.
- 23.6 Sick Leave
- 23.6.1 Temporary Schedule I and Schedule II categorically-funded employees shall earn sick leave at the rate of one (1) day per month, for each month worked, for the length of the grant. Sick leave can be taken in 1/2 day or whole day increments
- 23.6.2 Other categorical employees shall be granted sick leave on the basis of 1 sick day for every 17 days of service
- 23.6.3 Earned sick leave may only be used by the employee during that grant period employment.
- 23.6.4 Employee credit for sick leave of absence need not be accrued prior to taking sick leave by the employee. and such leave may be taken at any time during the grant period.
- 23.6.5 Employees who have accumulated sick leave while on district funding, and have then gone on categorical funding, shall have their accumulated sick leave restored upon returning to district funding.

24.1 These provisions only apply to full-time temporary people who are placed on the salary schedule (Long-Term Substitutes).

24.2 The following terms and conditions of the AFT/District contract shall be applicable to full-time temporary (LTS) positions:

- Article 1 -- Bargaining Unit
- Article 2 -- Effect of Agreement
- Article 3 -- Past Practices
- Article 4 -- Separability and Savings
- Article 5 -- Nondiscrimination
- Article 6 -- Management Rights
- Article 7 -- Union Rights
- Article 8 -- Academic Freedom
- Article 9 -- Evaluation - Full-time temporary employees (LTS)
may be provided, upon request, a peer, student
or self-evaluation as provided for regular
employees in accordance with Article 9, except
that the provisions of Sections 9.5.2.1 and
9.5.2.2 shall apply.
- Article 10 - Suspension and Disciplinary Action
- Article 11 - Personnel Files
- Article 12 - Upgrading
- Article 13 - Assignment and Scheduling
- Article 16 -- Work Environment
- Article 17 -- Leaves - in the following provisions only:

- 17.1.1 -- Definition
- 17.1.3 -- Salary
- 17.1.7.2 -- Notification - short-term leaves
- 17.1.7.3 -- Notification - of approval/denial
- 17.2.1 -- Unpaid Leave (up to 20 days)
- 17.3.1.1 -- Sick Leave
- 17.3.3 -- Sick Leave - Full-time temporary employee credit for sick
leave of absence need not be accrued prior to taking sick
leave by the employee, and, such leave may be taken at any
time during the current full-time temporary assignment, not
to exceed the balance of the employee's sick leave entitle-
ment.
- 17.3.8 -- Verification of sick leave
- 17.3.9 -- Quarantine
- 17.4 -- Maternity Leave (not to exceed the end of the current semester)
- 17.5 -- Industrial Accident - (not to exceed the end of the current
semester)
- 17.7 -- Personal Necessity Leave
- 17.8 -- Bereavement Leave
- 17.9 -- Jury Duty Leave (not to exceed the end of the current semester)
- 17.10 -- Military Leave (not to exceed the end of the current semester)

17.17 -- Professional Growth Leave

17.3.2-- Sick Leave

18.0 -- Load and Class Size

Article 19 -- Calendar

Article 20 -- Salary - in the following provisions only:

20.1 -- Salaries

20.4 -- Overload Assignments - Payment

20.5 -- Personal Automobile - Reimbursement

20.6 -- Reopener

Article 21 -- Fringe Benefits

Article 22 -- Grievance Procedure



AFT 2121 Contract Proposal... 1985-88

AFL - CIO



SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
FEDERATION OF TEACHERS
LOCAL 2121
2940-16th STREET, SUITE 305 SAN FRANCISCO, CA. 94103
(415) 861-2121
November 19, 1984

RECEIVED

NOV 19 1984

Hilary Hsu, Chancellor
San Francisco Community College District
33 Gough St.
San Francisco, CA 94103

OFFICE OF THE CHANCELLOR/SUPT.
S. F. COM. COLLEGE DISTRICT

Dear Chancellor Hsu:

Attached is the collective bargaining proposal of American Federation of Teachers, Local 2121, to cover the period July 1, 1985, to June 30, 1988. I hope that we have provided you with our proposal in time so that the sunshining process can begin at the December Governing Board meeting. I also request that if any special meetings of the Board are scheduled, these meetings also be used for the sunshining process.

We have every expectation that our bargaining relations with the District will once again be characterized by consistent good faith bargaining, and we look forward to once again sitting down at the table to work toward mutually acceptable agreements to the issues facing us.

Sincerely,

Steve Levinson, President
AFT 2121

DOCUMENTS DEPT.

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NOV 19 1984

OFFICE OF THE CHANCELLOR/SUPT.
S. F. COM. COLLEGE DISTRICT

CONTRACT PROPOSAL
of
San Francisco Community College District Federation of Teachers
to
San Francisco Community College District
to cover

July 1, 1985 to June 30, 1988

submitted November 19, 1985

Article 1.0 BARGAINING UNIT

1

1.1 Duration

This Agreement is between the San Francisco Community College District (hereinafter referred to as "District" or "Board") and the San Francisco Community College District Federation of Teachers, AFT, Local 2121, AFL-CIO (hereinafter referred to as "Union" or "Local") and is effective on July 1, 1985, and shall remain in full force and effect through June 30, 1988, unless otherwise indicated herein.

1.2 Recognition

The District confirms AFT, Local 2121, as the sole and exclusive representative of all certificated employees in the San Francisco Community College District, excluding emeritus faculty, day-to-day substitutes, temporary administrators, supervisory, confidential and management employees.

1.3 Unit Eligibility

The District agrees that it shall notify the Union when full-time faculty return to the unit from the supervisory unit, and when new faculty are hired. Such notification shall be given to the Union as quickly as possible, but no later than 30 working days after inclusion and/or approval by the Governing Board.

Article 2.0 EFFECT OF AGREEMENT

- 2.1 It is agreed the specific terms and provisions of this Agreement shall prevail over District policies and practices wherever such policies or practices are inconsistent with its terms.

Article 3.0 PAST PRACTICES

3.1 Entire Agreement

It is agreed that this contract comprises the entire agreement between the Union and District on all matters within the scope of representation, and, neither party hereto has any further obligation to meet and negotiate on such matters during the term of this Agreement.

3.2 Obligation to Bargain

The above provision is not intended to relieve the District of the obligation to bargain with the Union prior to changing any existing written rules, regulations, or practices which are within the scope of representation.

- 4.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. The parties agree they shall, upon the request of either party, within fifteen work days subsequent to any such decision, meet for the purpose of negotiating such new terms or conditions required to correct the declaration of invalidity.

Article 5.0 NONDISCRIMINATION

- 5.1 The District and Union agree not to discriminate against any faculty member on the basis of race, color, creed, national origin, sex, age, physical handicap, sexual orientation, political beliefs, political activities, political affiliation, marital status or lifestyle.
- 5.2 The Grievance Procedure herein may not be used for any claims arising hereunder for which another administrative forum, such as the Equal Employment Opportunities Commission or Fair Employment Practices Commission is provided by law. For the purposes of this Article, the Public Employment Relations Board shall not be considered an administrative forum.
- 5.3 Should changes or alterations be necessary due to State Chancellor's Office Affirmative Action requirements and procedures, then the parties agree they shall, within fifteen workdays subsequent to the notification of the necessity of such changes, schedule a meeting for the purpose of negotiating such new terms or conditions as required to bring this article into compliance.

Article 6.0 MANAGEMENT RIGHTS

- 6.1 The Union recognizes and agrees that the District retains its rights to amend, modify, or rescind terms and conditions of this contract or rescind policies and practices referred to in this Agreement temporarily as required by an emergency. An "emergency" is considered an Act of God, a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District shall immediately notify and consult with the Union. The Union agrees it will abide by such emergency decisions of the Board during the time of the declared emergency.
- 6.2 The District agrees that in regard to a declared emergency and decisions made therein, that the Union shall have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedure, Article 22.

7.1 No reprisals

The Union and Employer agree that no reprisals will be taken against any person who exercises rights guaranteed by law or this contract or who executes responsibilities imposed by law or this contract.

7.2 Negotiations with Other Organizations

7.2.1 The Board or its representative(s) agrees not to negotiate with any other organization or individual in matters upon which Local 2121 is the exclusive representative. Local 2121 agrees that neither it nor its representatives will negotiate privately or individually with any person or persons not officially designated by the Board as its representative(s) in matters upon which Local 2121 is the exclusive representative.

7.2.2 This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

7.3 Dues Deduction

The District will request that the San Francisco Controller deduct from the pay of Union members and pay to the Union the normal and regular monthly Union membership dues as voluntarily authorized by unit members, in writing, by the employee on the Controller-approved form, subject to the following conditions:

7.3.1 The District agrees to request such deduction for all Union members within the unit recognized who have signed deduction forms if dues are in uniform amounts.

7.3.2 Such request for deduction shall be made only upon the submission on a Controller-approved form of a duly-executed and revocable authorization by the employee.

7.3.3 Such dues deduction shall remain in effect until cancelled by the Union member or by the Union, or until the member resigns from the District.

7.3.4 The District agrees that when a dues deduction is missed one month, it will be made up by a double deduction the following month.

7.3.5 The District agrees to work with the Union to eliminate errors which result in loss of Union dues.

7.3.6 The Union agrees to hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from its request to the Controller for collection and deduction of Union dues.

7.4 Meetings and Use of Facilities

- 7.4.1 The Union shall have the right to use District facilities at reasonable times in accordance with established District regulations and procedures. Use of such facilities by the Union shall not interfere with nor interrupt normal District operations.
- 7.4.2 The Union agrees to leave the facilities used in a clean and orderly condition.
- 7.4.3 A unit member shall not be released from his/her District-assigned duties to attend AFT 2121 meetings.
- 7.4.4 A reasonable number of duly-authorized representatives of the Union may transact official Union business in the District. Reasonable access to unit members shall be accorded provided it does not occur during hours of scheduled assignments and does not interfere with the educational process. The Union shall provide to the District and update as required, the name(s) of Union representative(s) authorized to discuss official Union business with unit members.

7.5 Equipment Usage

The Union and its duly-authorized representatives may be allowed to occasionally use District equipment, with advance approval of management, without cost, when such equipment is not otherwise in use. Supplies for all printed materials must be solely at the expense of the Union. District requirements shall at all times have priority over those of the Union.

7.6 Bulletin Boards/Mailboxes

For communicating with bargaining unit members:

- 7.6.1 The Union shall have the right to use institutional bulletin boards subject to reasonable regulations, and without charge.
- 7.6.2 The Union shall have the right to use institutional mailboxes without charge. The District shall distribute all addressed mail in the manner that all District mail is distributed. In addition the District shall distribute once a month, if requested, a bulk, non-addressed mailing. Such a mailing shall be distributed in the usual manner for non-addressed mail.
- 7.6.3 The District shall issue to the Union keys to all locked mail areas so that the Union can distribute mail to unit members when it does not utilize the provisions of 7.6.2.
- 7.6.4 Bulk mail distributions and Union material on bulletin boards must be dated and bear Union identification as the distributor. Addressed Union mail must bear Union identification.
- 7.6.5 Each member of the bargaining unit shall be entitled to a mailbox in a secured area with identifying name.

7.7 Parking Permits

- 7.7.1 Four (4) parking permits shall be provided the Union for use by Union representatives for parking at District sites.

7.8 Released Time

7.8.1 Grievances

District shall provide released time for the Union-Designated Grievance Representatives for the purpose of grievance investigation, preparation, and processing. Each division shall have no more than two Union-Designated Grievance Representatives at any time. The Union Grievance Representative(s) in the Centers Division shall together be released for the total equivalent of half of a full-time load (12½ hours per week assignment). The Grievance Representative(s) at the College shall together be released for the total equivalent of half of a full-time load (7½ units per semester). These loads may be averaged over a full academic year. The total released time for the grievance representatives shall not exceed the equivalent of one full-time load.

7.8.2 Negotiations

No paid released time shall be used or granted Union representatives for negotiation preparation. A maximum of three (3) authorized members of the Union Negotiating Team shall be released from their regular work duties without loss of pay or benefits, when negotiating meetings are scheduled during regular working hours of the members involved. By mutual agreement the maximum may be waived.

- 7.8.3 When Union representatives or negotiators meet officially with District personnel, no matter at what time or location, such meetings shall be considered official District business, and Union representatives shall receive all the protections accorded to regular instructional activity.

7.9 Union Leave

- 7.9.1 Union officers or designees shall be entitled to semester or short-term Union Leave. Such leave shall be regarded as paid leave. The employee shall remain on District payroll and receive applicable benefits and retirement system participation in accordance with carrier and retirement system requirements.
- 7.9.2 The Union must make payment to the District for the benefits and retirement system participation of the Union member on leave and for the cost of a replacement at the hourly rate.

7.10 Information to the Union

7.10.1 Board Agenda/Minutes

The District shall mail to the Union office one (1) copy of all official Board minutes and one (1) copy of each Board agenda "packet" excluding all confidential information or materials as defined by applicable law. This material shall be furnished to the Union no later than the time they are furnished to the Board. Four (4) additional copies of the Board agenda "packet" shall be made available to the Union on request.

7.10.2 Employee Lists

The District shall provide the Union with the names and home addresses of unit members and their work site locations at the beginning of each academic semester. In addition the District shall provide other information as required by the Union. As faculty members are added to the bargaining unit, the District shall provide the Union with that information as well.

7.10.3 Policies/Administrative Regulations

The District shall provide copies, simultaneous with distribution to management, of any changes, additions, alterations, or deletions in order to maintain one (1) book of Board Policies and one (1) book of Administrative Regulations.

7.10.4 Budgets/Studies

Upon request, the Union shall be provided with materials and data available to the public. Charges may not exceed cost. In addition, the District shall provide the Union with the following at the time of submission to the Governing Board, without cost: a copy of CCFS-311; one (1) copy of the "Community College President's Study," and, one (1) copy of the "Analytical Summaries of Instructional Operations—City College of San Francisco," both by Mueller; one (1) copy of the "Self-Study and Team Accreditation Reports"; one (1) copy of "Attendance Report CCAF-320"; one (1) copy of "The Budget" in final adopted form; one (1) copy of each Board presentation preliminary, tentative publication budget packets as prepared for public usage.

7.10.5 In addition to 7.10.4 above, the Union shall receive upon request any data, reports or studies which will aid in the preparation of collective bargaining proposals or in the evaluation of the implementation of the collective bargaining agreement.

7.11 Copies of Agreement

The District and Union shall each be responsible for printing and making the contract available to their respective constituencies.

The parties agree that communication involving employer-employee relations, specifically administration of the contract in force, may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda to allow an understanding of the problem to be discussed or resolved and the date, place, and time requested. The receiving party shall, within three (3) work days, notify the requesting party of agreement or non-agreement to the meeting. Such meeting shall not be unreasonably denied. Meetings shall be held during Union members' non-working hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to bypass the grievance procedure and shall not constitute any invitation to renegotiate any provisions of the Agreement.

Article 8.0 ACADEMIC FREEDOM

- 8.1 Faculty members shall maintain the exclusive right and responsibility to determine grades based upon their professional judgment. No grade shall be changed without their approval.
- 8.2 Except with the specific consent of the faculty member involved, work stations shall be free from mechanisms, mechanical and electronic, by means of which management shall be able to listen to or record procedures in said work stations.
- 8.3 The faculty shall have the Academic Freedom to seek the truth and guarantee freedom of learning to the students.

Article 9.0 EVALUATION

9.1 General

- 9.1.1 Management may visit any class or observe any certificated activity for purposes of observation and review of certificated activities. Such visits or observations are not part of the evaluation process or procedures.
- 9.1.2 Where deemed warranted a Peer-Management evaluation shall be initiated by means of a letter to the faculty member from the Division President or designee. This letter shall not be included in the employee's personnel file.
- 9.1.3 The availability of clerical assistance and secretarial services may be taken into consideration in the evaluation process.
- 9.1.4 The provisions of this article must prevail unless the Union agrees to modifications in the procedures or forms.

- 9.2.1 Shall be evaluated at least once in every two academic years.
- 9.2.2 One additional evaluation shall be allowed pursuant to 9.1.2 above.
 - 9.2.2.1 Following 9.1.2 above, should the Peer-Management evaluation committee recommend unanimously that the employee be re-evaluated after being given assistance and suitable time for improvement, the following shall apply:
 - 9.2.2.1.1 A letter from the committee shall be written to the faculty member detailing areas that need improvement and possible means to achieve this improvement. This letter shall not appear in the personnel file.
 - 9.2.2.1.2 The re-evaluation shall not occur before the following semester.
 - 9.2.2.1.3 The subsequent evaluation shall also follow the procedures in 9.2.5.3 but the team shall be composed of different people.
- 9.2.3 Shall be notified in advance of the semester they are to be evaluated.
- 9.2.4 Shall be provided sufficient time to select and return the choice of a method of evaluation by February 10 for the Spring Semester or September 9 for the Fall Semester. Those who select Peer or Peer-Management evaluations shall be evaluated between the sixth (6th) to fifteenth (15th) weeks of the semester.
- 9.2.5 Evaluatees shall have the option of being evaluated by:
 - 9.2.5.1 Self-Evaluation
 - 9.2.5.1.1 Self-evaluation shall be made on the appropriate forms. Management shall provide these forms by February 24 for the Spring Semester and September 23 for the Fall Semester.
 - 9.2.5.1.2 Completed self-evaluation forms shall be due March 30 for the Spring Semester and October 28 for the Fall Semester. These dates shall appear on the evaluation forms.
 - 9.2.5.1.3 If an evaluatee fails to complete and submit a signed self-evaluation when due, the President/designee may require an immediate Peer-Management evaluation to be conducted. Such failure to complete and submit shall be documented and placed in the evaluatee's personnel file.

- 9.2.5.1.4 If, after submission of the self-evaluation report and upon consultation with the evaluatee's appropriate manager or designee, management deems further evaluation appropriate, the evaluatee shall choose between Peer and Peer-Management for further evaluation. Where the evaluatee fails to choose two (2) weeks after notification, management shall choose either one. Where such process occurs and prevents evaluation within the 6th to 15th week, such two (2) weeks notice shall be waived.

9.2.5.2 Peer Evaluation

- 9.2.5.2.1 Peer evaluation shall be coordinated through the appropriate manager or designee.
- 9.2.5.2.2 The manager-designee shall select three (3) Peer Evaluators. The evaluatee shall have the right to make three (3) disqualifications, in writing, from those originally selected without stating cause.
- 9.2.5.2.3 The evaluatee shall be notified of the day and time for the formal evaluation visitations at least one week in advance.
- 9.2.5.2.4 Either the evaluatee or the evaluating team members (2 of 3) may request a pre-evaluation conference prior to the first formal class evaluation visit. This request must be made within 48 hours after the first advance notice of formal visitation. Where either requests such conference, it shall be held prior to the first formal class evaluation visit.
- 9.2.5.2.5 After each formal visitation and prior to the formal writing of the evaluation, either the evaluators (2 of 3) or the evaluatee shall have the option of requesting, within 24 hours, a second visitation. If requested, the second visitation must occur before the evaluation is written. Such second visitation shall occur within the following ten (10) workdays. Where such process occurs and prevents completion of the evaluation within the 6th to 15th week, such time limits shall be waived.

- 9.2.5.2.6 The evaluatee, at the time of receipt of the evaluation report form, shall sign or initial the report indicating he/she has received it. If the evaluatee refuses to sign that he/she received the report, the evaluator shall so indicate on the report, signing his/her own name. The evaluatee may wish to file a rebuttal to the report, in which case this must be done within one week of receiving it. Any rebuttals received shall be attached to the report and placed in the evaluatee's personnel file.

9.2.5.3 Peer-Management Evaluation

- 9.2.5.3.1 The evaluation team shall be comprised of one management employee or designee and two (2) faculty members selected by management. The evaluatee shall have the right to make two (2) disqualifications, in writing, without cause, of the faculty members originally selected to be on the team.
- 9.2.5.3.2 The evaluatee shall be notified of the day and time of the formal evaluation visitations at least one week in advance.
- 9.2.5.3.3 Either the evaluatee or the evaluating team members (2 of 3) may request a pre-evaluation conference prior to the first formal class evaluation visit. This request must be made within 48 hours after the first advance notice of formal visitation. Where either requests such conference, it shall be held prior to the first formal class evaluation visit.
- 9.2.5.3.4 After each formal visitation and prior to the formal writing of the evaluation, either the evaluators (2 of 3) or the evaluatee shall have the option of requesting, within 24 hours, a second visitation. If requested, the second visitation must occur before the evaluation is written. Such visitation shall occur within the following ten (10) workdays. Where such process occurs and prevents the completion of the evaluation process within the 6th to 15th week, such time limits shall be waived.

9.2.5.3.5 The evaluatee, at the time of the receipt of the evaluation report form shall sign or initial the report indicating he/she has received it. If the evaluatee refuses to sign that he/she received the report, the evaluator shall so indicate on the report, signing his/her own name. The evaluatee may wish to file a rebuttal to the report, in which case this must be done within 1 week of receiving it. Any rebuttals received shall be attached to the report and placed in the evaluatee's personnel file.

9.2.6 Prior to the 6th week of the semester he/she is to be evaluated, the evaluatee and/or management may request official student evaluation by means of student questionnaires.

9.2.6.1 Student questionnaires shall be uniform for all faculty in the same area or discipline.

9.2.6.2 Completed student questionnaires shall be forwarded to the evaluators who shall prepare appropriate summaries of the results. The summaries shall become part of the evaluation report. The official student evaluation option is not available in conjunction with the Self-Evaluation procedure.

9.2.7 Except as otherwise provided, the final evaluation report shall remain confidential except to authorized managers.

9.3 First and Second Year Contract Instructors

9.3.1 Shall be evaluated at least once each semester during their first three semesters of contract employment.

9.3.2 Shall be evaluated by a team comprised of one management employee or designee, two certificated employees selected by management, one of whom may be an appropriate supervisor and one of whom shall be a faculty member from the Department or related discipline. The evaluatee may exercise one challenge, in writing, with cause, to the faculty member originally selected by management.

9.3.3 Shall be notified of the day and time of the formal evaluation visitations at least one week in advance.

9.3.4 Either the evaluatee or the evaluating team members (2 of 3) may request a pre-evaluation conference prior to the first formal class evaluation visit. This request must be made within 48 hours after the first advance notice of formal evaluation. Where either requests such conference, it shall be held prior to the first formal class evaluation visit.

- 9.3.5 After each formal visitation and prior to the formal writing of the evaluation, either the evaluators (2 of 3) or the evaluatee shall have the option of requesting, within 24 hours, a second visitation. If requested, the second visitation must occur before the evaluation is written. Where such process occurs and prevents evaluation within the 6th to 15th week, such time limits shall be waived.
- 9.3.6 After the visitation, evaluators shall complete the appropriate form (Exhibit __) and arrange for a private post-evaluation conference with the evaluatee within two (2) weeks. Such report shall indicate whether performance was (1) Good, (2) Satisfactory, (3) Satisfactory-Needs Improvement, (4) Unsatisfactory.
- 9.3.7 The evaluatee, at the time of receipt of the evaluation report form shall sign or initial the report indicating he/she received it. If the evaluatee refuses to sign that he/she received the report, the evaluator shall so indicate on the report, signing his/her own name. The evaluatee may wish to file a rebuttal to the report, in which case this must be done within one week of receiving it. Any rebuttals received shall be attached to the report, and placed in the evaluatee's personnel file.
- 9.3.8 Except as otherwise provided, the evaluation report shall remain confidential, except to authorized managers.

9.4 Non-Instructional Faculty

- 9.4.1 Shall be evaluated on the basis of, and in accordance with, their status as regular, first year contract, second year contract, or part time faculty.
- 9.4.2 Evaluations shall be conducted generally in the same manner as those of instructional faculty, but shall also be based on observations, contact and student questionnaires where appropriate.
- 9.4.3 Student questionnaires for non-teaching faculty members shall be appropriate to their position, and, uniform within the non-teaching department. Where utilized, they shall be in sufficient number to ensure a cross section of opinion as determined by the evaluators. (Exhibit __)
- 9.4.4 Where student questionnaires are utilized, summaries of the results will be a part of the final report.
- 9.4.5 Failure to conduct, submit or sign appropriate evaluation reports shall subject the evaluatee to the provisions stated for regular instructors if the evaluatee has regular status, to those stated for first and second year contract instructors if the evaluatee has first or second year contract status, and to the provisions stated for part-time if the evaluatee has part-time status.

9.5 Part-Time Evaluation

- 9.5.1. All first and second semester part-time faculty shall be evaluated by a peer or peer-management evaluation. The provisions shall be the same as 9.2.5.2 or 9.2.5.3 except that the evaluating teams shall consist of two faculty members or of one faculty member and one management member, and in both cases one faculty member may be challenged.
- 9.5.2 Other part-time faculty evaluation may take place no more than once every four (4) semesters when requested by the faculty member or management.
 - 9.5.2.1 Where any such evaluation occurs and any "needs improvement" area is noted, an official evaluation in the next succeeding semester may be scheduled by management. Thereafter, no evaluation shall occur for at least four (4) semesters except for 9.1.2 above.
 - 9.5.2.2 If 9.1.2 is invoked, then the provisions of 9.2.2.1 shall apply.
 - 9.5.2.3 There shall not be more than one (1) official evaluation in any one semester.
- 9.5.3 Part time employees who have worked three (3) semesters or more shall be provided upon written request, a peer-management or peer evaluation as provided for regular employees, including the option of 9.2.6. The provisions shall be the same as 9.2.5.2 and 9.2.5.3 except that the evaluating teams shall consist of two faculty members or of one faculty member and one management member, and in both cases one faculty member may be challenged.
 - 9.5.3.1 Such evaluation shall be conducted the semester requested, if possible, or if necessary, no later than the ensuing semester.
- 9.5.4 All part-time evaluations shall be in accordance with the appropriate form as mutually agreed (Exhibit __).

Article 10.0 DISCIPLINARY ACTION

- 10.1 No disciplinary action shall take place except for just and sufficient cause. With the exception of dismissal or suspension, disciplinary action shall be subject to the provisions of the Grievance Procedure. Dismissal or Suspension shall be in accordance with Education Code provisions. Where the employee elects to have an Arbitrator hear the matter of Suspension or Dismissal pursuant to Education Code 87674, District, employee and employee representative shall mutually agree on the Arbitrator within five (5) workdays or receipt of demand. If agreement is not reached, selection of the Arbitrator shall be in accordance with the selection procedures of the American Arbitration Association.

Article 11.0 PERSONNEL FILES

- 11.1 There shall be one official District personnel file for each faculty member which shall be maintained in the District Certificated Services Office. The file shall consist of records of employment with the District, records of educational advancement and other work or experience pertaining to the status of the faculty member's employment with the District, appointment request forms, leave forms, transcripts, recommendations and evaluations for job application, and correspondence pertaining to the member.
- 11.2 The following items, even though maintained separately, shall be considered as part of the official District personnel file: time rolls, attendance and payroll records, work orders, TB records, history cards, salary cards, credential records, schedule and assignment files. The District may add similar categories of routine personnel record-keeping to this list provided that the Union is notified that the list will be expanded.
- 11.3 Only materials in the official District personnel file (augmented by records maintained by other governmental agencies) shall be used in any proceeding affecting the status of the faculty member's employment with the District, and this file shall be the only file used in any disciplinary or dismissal proceeding.
 - 11.3.1 A faculty member may inspect his/her personnel file upon written notice and during normal business hours at such times when the faculty member is not otherwise required to render service to the District. A faculty member may, upon his/her written authorization, designate a representative to review the file in the presence or the absence of the faculty member. Where the member selects a Union representative to review the member's file, the Union and member agree to indemnify and hold harmless the District for any loss or damage whatsoever arising from operation of this subsection. District agrees to be bound by applicable federal and/or state statutes concerning the privacy and confidentiality of such records and files. Access to the official District personnel file shall be limited to District administrators and supervisors and their properly authorized classified and confidential staff.
 - 11.3.2 All reviews shall be done in the presence of a management employee or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.
 - 11.3.3 Any item to be placed in the file shall be clearly identifiable as to its source or originator and its date of receipt by the District.

- 11.3.4 Faculty members shall be notified of any entry into their files or records which is not routine (as defined in 11.2) other than formal evaluations. A member shall have the right to respond in writing to any item(s) which he/she deems derogatory or inappropriate. Such response shall be attached to the items in question.
- 11.3.4.1 If a faculty member wishes a deletion or a correction of any of the material being placed in his/her file, he/she or his/her designee shall request in writing a personal conference with the District Certificated Services Office designee within twenty (20) days of the time the employee knew or reasonable should have known of the occurrence of the alleged improper filing.
- 11.3.4.2 A faculty member who fails to comply with the time limits at any step shall forfeit all rights to further processing. District failure to respond within time limits entitles the petitioner to proceed to the next step. Time is of the essence in all steps. Time limits and steps may be waived by mutual agreement.
- 11.3.4.3 If a satisfactory resolution is not reached within ten (10) work days of the conference, the employee may present within ten (10) days thereafter, in writing, an appeal to the Chancellor/Superintendent or designee.
- 11.3.4.4 Either the employee, the Chancellor/Superintendent or designee may request a personal conference within ten (10) days of filing/receipt of the appeal. Any such conference shall be by mutual agreement and held within ten (10) days of such appeal.
- 11.3.4.5 The Chancellor/Superintendent or designee shall communicate his/her decision in writing, within fifteen (15) days of initial receipt, or fifteen (15) days subsequent to a conference held between the parties, whichever is the longer period. The Chancellor/Superintendent's or designee's decision is final and binding.
- 11.3.4.6 The faculty member is entitled to a hearing with representation, but he/she may waive this right.
- 11.3.5 Materials excluded from review by the faculty member and the Union include ratings, reports and records obtained prior to the employment of the faculty member and any other materials related to application for other positions in the District. Where inconsistent with the law, this subsection shall not apply.

- 11.3.6 Upon request by a faculty member, copies of any materials which he/she is entitled to review shall be made for him/her. The first copy of material used by the District in any disciplinary, dismissal, or grievance proceeding will be provided at no cost. Any other copies will be at cost.
- 11.3.7 The District shall inform each faculty member requesting to see his/her file of the existence of those records maintained separately. Where a faculty member specifically requests to review those official records, the District shall provide for such review.

Article 12.0 UPGRADING

- 12.1 Any faculty member with less than a full-time load may request that his/her assignment be increased to a scheduled position through upgrading.
- 12.2 Affirmative action, seniority, job performance, credentials, training, experience in the field and special job-related skills shall be considered in all decisions involving upgrading.
- 12.3 Pay and fringe benefits based on the load following the upgrading process shall be granted in accordance with Articles 20 and 21, Compensation and Fringe Benefits.
- 12.4 Applicants from outside the District will be considered only if District employees are determined to be not qualified for a position according to 12.2.
- 12.5 Upgrading may occur when openings arise from such events as:
 - 12.5.1 A permanent faculty position vacancy occurring.
 - 12.5.2 An increase in the total number of teaching hours in a program, discipline, or department.
 - 12.5.3 Increased student enrollment calling for the opening of additional classes or sections.
 - 12.5.4 Creation of a new discipline, department, or center.
- 12.6 Announcements of Upgrading Opportunities
 - 12.6.1 Announcements of all openings shall be distributed to all District faculty within the relevant discipline and to the Union and the Library at least one month prior to the deadline for district employees to request upgrading to the position(s).

- 12.6.2 The announcement of (a) specific opening(s) of (a) scheduled position(s) shall include a description of the position(s), the requirements for the position(s), and the process to be followed in filling the position(s).
 - 12.6.3 Each announcement distributed shall include a copy of a District Upgrading Form, to be written in consultation with the Union. The form will state that, although positive evaluations will not be submitted for consideration, the Committee will accept up to three (3) letters of recommendation to verify teaching competency and job performance. The form will also describe the required steps of the upgrading process.
- 12.7 Process for Upgrading to Long Term Substitute Positions at the College
- 12.7.1 Whenever any District employees have submitted requests to be upgraded to an open L.T.S. faculty position, the Department Screening Committee will screen those candidates for upgrading and will recommend to the College President at least three candidates for each position to be filled.
 - 12.7.2 Released time shall be given for members of the Department Screening Committee.
 - 12.7.3 If the Department Screening Committee determines that there are not three (3) L.T.S. applicants sufficiently qualified to send to the President, the position will be announced to the general public to find additional qualified candidates.
- 12.8 Process for Upgrading at the Centers
- 12.8.1 Permanent pools of qualified candidates for full-time positions shall be established in those disciplines with more than 30 FTE faculty members.
 - 12.8.1.1 These pools shall be reopened once a year, in March, and the selection process for the pools shall be completed by the end of the Spring Semester.
 - 12.8.1.2 Anyone who was in one of the pools in 1980-81 or after, or enters a pool subsequent to this agreement shall remain in the pool until and unless he/she receives a permanent appointment.
 - 12.8.1.3 The following two methods can be used to enter the pool:

12.8.1.3.1 Faculty with four years previous experience in the District shall be automatically placed in the pool.

12.8.1.3.2 Faculty in the Bargaining Unit but not falling under the above categories may apply to be placed in the pool.

12.8.1.3.3 No one else may be in the pool.

12.8.2 In areas other than 12.8.1 above, selection shall be by a bipartite committee of three (3) administrators and three (3) faculty members, selected according to past practice. Released time shall be given for members of the Screening/Interviewing Committee.

12.8.2.1 The Screening/Interviewing Committee will screen and interview candidates from within the District.

12.8.2.2 The Committee will then select the candidate(s) to be recommended to the President.

12.9 Process for Upgrading to Permanent Positions at the College

12.9.1. The Administration will determine the job needs of the College.

12.9.2 Departmental Screening Committees will identify, screen and interview (if chosen) candidates in two groups:

- a. Part-time unit members
- b. All other candidates

12.9.3. From each of the two groups described preceding, the Departmental Screening Committee will select a subgroup of qualified candidates providing such a group of qualified candidates exists in either subgroup.

12.9.4 The number of such candidates to be recommended to the President shall always exceed the number of positions to be filled by at least one.

12.10 The Ration of Part-Time and Overload Faculty to Full Time Faculty

12.10.1 The District shall not allow the ratio of part-time and overload faculty to full time faculty to go higher than that of Fall 1982.

12.10.2 When finances permit, the District shall reduce the ratio of part time and overload faculty to full-time faculty by at least 5% per year by opening up new scheduled positions and/or by not hiring new part-time faculty or new overload positions.

12.10.3 Whenever the ration decreases for any reason so that is lower, that new level will become the new ration ceiling.

12.11 Each year there shall be as many new full time faculty as there are retirements and resignations. In addition, ten (10) full time positions in the Centers and five (5) full time positions in the College shall be filled. Of the total number of full time positions filled each year, at least 80% of the those at the Centers and at least 60% of those filled at the College shall be filled by upgrading District part timers.

Article 13.0 ASSIGNMENT AND SCHEDULING

An assignment is the act of appointing a faculty member to a post or duty within his/her employment capacity in order to meet student and District requirements.

13.1 Pre-Assignment

13.1.1 Within each Department or Center, each semester employees shall be given the opportunity to submit to their immediate manager or designee, on a form mutually agreed upon, their desires with respect to their instructional or non-instructional assignment, times, and locations within the Department or Center.

13.1.2 There shall be no minimum number of days a faculty member must be on site or on campus. Each faculty member shall have the responsibility for fulfilling his/her assigned workload.

13.1.3 Wherever possible, employees shall be notified in writing of their initial assignments at least four (4) weeks in advance of the assignment's becoming effective.

13.2 Assignment

13.2.1 Assignments shall be made considering faculty preference, qualifications, affirmative action, seniority, job performance, special job-related skills and the needs of the District.

13.2.2 Assignments shall be made wherever possible on a semester basis.

13.2.3 The District shall make an effort to grant program requests in making assignments.

13.2.4 Assignments shall be made by management or designee as required to fulfill educational offerings of the District and contractual obligations of District and unit members.

13.2.5 Schedule Deviations

13.2.5.1 Any cumulative deviation which exceeds three (3) units from the contractual workload of a Schedule I or II faculty member shall be adjusted within the following three (3) semesters wherever possible and not inconsistent with this contract. No employee shall be assigned more than three (3) units or its equivalent of extra-load courses in one semester without the employee's consent. A faculty member who owes units (or hours) will be assigned sufficient extra load courses without pay until deficiencies are balanced, or, at the option of the faculty member, he/she shall have his/her salary reduced proportionately to balance part or all of the existing deficit.

- 13.2.5.2 In cases where it is necessary to teach more units than those owed or required to balance the deficit, or to reach the normal load, the faculty member shall have the option of being paid for such additional hours over the deficit or the normal load, or, taking a reduced load within the following three (3) semesters wherever possible and not inconsistent with this contract.
- 12.2.5.3 The District shall at the request of the instructor of a low enrollment class wait until the end of add drop week and/or after two meeting of all an evening class, whichever is later, at the College, or wait until the end of two weeks in the Centers before cancelling a class.
- 12.2.5.4 All instructors who have classes cancelled shall be paid at the appropriate rate for all meetings of the class.
- 12.2.5.5 If an instructor receives notice that a class has been cancelled for low enrollment, but he/she finds that there are sufficient students attending to maintain the class, the class may be reinstated.
- 13.2.6 Except where specifically requested by faculty, split assignments shall not be made where there is any possible alternative. A split assignment is one which involves a break of more than two hours between classes, one which involves a total of more than four hours break in a day, or one with a split site or split department assignment. In cases where split assignments occur, first volunteers must be sought, and if there are insufficient volunteers, such assignments shall be rotated.
- 13.2.7 Assignments shall not be made capriciously, arbitrarily, or punitively.
- 13.2.8 No faculty member shall be required to have more than three course preparations without his/her consent.
- 13.2.9 A faculty member shall not receive any reduction in compensation nor an increase in workload because of a reduced schedule, decreased workload or other imbalance resulting from errors in scheduling, computer errors, and/or changes in program.
- 13.2.10 By prior arrangement between management and the faculty member, a guarantee not to cancel a probable low-enrollment specialized course may be made prior to the assignment of said class. In those cases, the class shall be treated similarly to advanced classes in sequence, and shall not be cancelled that semester.
- 13.2.11 The District shall notify the Union of all class cancellations when such decisions are being made.
- 13.2.12 Released time for committee work
Released time shall be provided, upon request, to all members of hiring/screening/interviewing committees, evaluation committees, and members of committees operating at the District or Divisional level, including additional work required by District or Divisional administration, such as program review.
- 13.3 Reassignment

A reassignment is a subsequent change in a faculty member's initial assignment for part of a load or part of a semester not covered in Article 14.3 (Emergency Transfer).

- 13.3.1 Management shall solicit and make reasonable effort to find qualified volunteers prior to an involuntary reassignment.

- 13.3.2 Reassignments shall not be made arbitrarily or capriciously; where requested in writing, the employee shall be furnished, in writing, reason(s) for the involuntary reassignment.
- 13.3.3 Employee requests for voluntary reassignment shall be granted with mutual agreement between the District and the faculty member.
- 13.4 A part-time faculty member who has taught in the District and is not able to complete his/her assignment due to illness, personal emergency or death in the immediate family, will be placed in the appropriate reemployment group according to Article 25.
- 13.5 When the services of a part-time faculty member are terminated for reasons other than lack of an available class assignment, such faculty member shall, upon written request made within 20 work days after notice of termination, receive a written statement of the reasons for termination. Reasons for termination may be appealed to the President of the appropriate division and if not satisfactorily resolved, then to the Chancellor or designee for final decision.
- 13.6 Faculty members with split site assignment, exclusive of extra-pay overload, shall be reimbursed, in accordance with past practice, for approved expenditures of mileage, garage parking, bus/streetcar fares and bridge tolls provided the employee submits the District "Field Expense Form" accompanied by all receipts prior to the fifth (5th) day of the month following the month in which the expenses were incurred.

Article 14.0 TRANSFER

- 14.1 A transfer is a change in a unit member's given department or work site at the same load.
 - 14.1.1 Where in the Centers Division, a given work site includes all of the physical locations under the administration of a specific Center, and
 - 14.1.2 Where in the College Division, a given work site includes all of the buildings of the City College campus, or any one of the specific off-campus locations administered by the College President.
- 14.2 Exchange Transfer

An exchange transfer is a mutual agreement on the part of two faculty members to exchange positions. These exchange transfers shall be available only within the Centers Division. For an exchange transfer to take place, the following shall apply:

 - 14.2.1 A faculty member may only exchange a position with another faculty member of the same classification. (Schedule I with Schedule I; Schedule II with Schedule II; part-time with part-time)
 - 14.2.2 A faculty member must be properly credentialed and qualified to teach in the area he/she is transferring to.

14.2.3 Faculty members may exchange positions for one semester or one year.

14.2.4 Faculty members wishing to exchange positions shall fill out the appropriate form, mutually agreed-upon by the AFT and the District. This form shall be due 8 weeks prior to the end of the semester preceding the semester/year of exchange.

14.3 Emergency Transfers

Where a Schedule I or II vacancy(ies) occur(s) during a semester, the District may temporarily place any employee(s) in such vacancy(ies) for the remainder of the semester.

14.4 Self-Initiated Transfers (Voluntary)

Regular Schedule I and Schedule II employees, upon request, shall be given consideration for permanent transfers to vacancies occurring prior to the beginning of a regular semester. Contract (probationary) employees may not apply for voluntary transfer.

14.5 Management-Initiated Transfers (Involuntary)

14.5.1 Other than 14.3 above, management will solicit and make reasonable effort to find qualified volunteers prior to involuntarily transferring a regular Schedule I or II employee.

14.5.2 Involuntary transfers of Schedule I or II employees shall not be made arbitrarily or for disciplinary reasons. Upon written request, the employee shall be furnished, in writing, the reason(s) for the involuntary transfer.

14.5.3 An involuntarily-transferred Schedule I or II employee shall retain for four (4) years the right to return to his/her original department or work site if/when conditions permit, by requesting such return in writing, and, shall retain for an additional two (2) year period the right of first consideration for return to his/her original department or work site if/when conditions permit by requesting such consideration in writing.

14.6 In all transfers, faculty members shall be considered on the basis of credentials, major and minor fields of study, qualifications, affirmative action, seniority, job performance, special job-related skills, and the needs of the District.

14.7 Where involuntary transfers occur and additional training is deemed advisable by the District in regard to Schedule I and II employees, such training shall be at District expense as to tuition, books and related expenses.

Article 15.0 RESIGNATION

15.1 A resignation is a statement in writing on the part of a faculty member that he/she wishes to terminate employment with the District.

15.2 A faculty member may terminate his/her employment provided that he/she gives at least 30 days' written notice.

- 15.2.1 All resignations shall be submitted directly to the appropriate director or President's office, dated, and immediately forwarded to the District Certificated Services Office.
- 15.2.2 The District Certificated Services Office shall process all resignations of contract and regular faculty to the Governing Board after receipt at the District Certificated Services Office.
- 15.2.3 A contract or regular faculty member shall have the right to withdraw, without prejudice, his/her resignation, in writing, at any time up to one week in advance of the next Board meeting.
- 15.2.4 After Board acceptance of a resignation, a written request by the faculty member to withdraw the resignation may be considered by the Governing Board.
- 15.2.5 A regular employee who resigns in good standing may, within 24 months of his/her resignation, apply for reinstatement. Upon recommendation of the Chancellor/Superintendent and with the approval of the Governing Board, the employee shall be classified as a regular employee. The Governing Board shall disregard the break in service and restore the employee to all the rights, benefits, and responsibilities of a regular employee.
- 15.2.6 Upon recommendation of the Chancellor/Superintendent and with the approval of the Governing Board, any regular employee who has resigned may be assigned to a contract position in his/her field provided he/she has taught within five years of the request for reemployment or can show other evidence of having remained current in the discipline to be taught.

Article 16.0 WORK ENVIRONMENT

- 16.1 District agrees to comply with all the safety requirements as determined by the regulations of the California Occupational Safety and Health Act, and the San Francisco Department of Public Health.
- 16.2 The District shall provide work stations conducive to optimum learning, including appropriate levels of cleanliness, lighting, humidity, heating, colling, ventilation, clearn air, and low noise levels.
- 16.3 The District shall provide adequate security and police services to insure that work stations, sites and offices are safe so that faculty members can properly perform their duties in safety. These services shall be provided during all hours when campus, center, site, and work place (s) are in use.
- 16.4 No faculty member shall be required to teach or counsel a student once that student has made any real or implied threat.
- 16.5 The District shall provide office help, duplicating services and supplies, and instructional and reference support as needed by faculty to enable them to do their jobs and serve the students.
- 16.6 The District will provide all faculty members access to secure spaces to prepare for classes, meet with students and lock up teaching materials.
- 16.7 All faculty members will have the opportunity to recieve any District, Division, Center of Department printed materials relevant to their particular responsibilities as faculty members, such as catalogues, course schedules, etc.
- 16.8 The District will provide all new faculty with an appropriate orientation to the District and the Division.

17.1 General Provisions

17.1.1 Definition

A leave is an authorized absence from duty for a specific period of time. A leave protects the faculty member by holding his/her place until he/she returns to duty.

17.1.2 Extension of Leaves

Unless otherwise indicated, leaves may be extended upon mutual agreement between the unit member and management, for up to two additional years.

17.1.3 Salary

As indicated below, some leaves are without pay, some leaves are with partial pay, and some leaves are with full pay.

17.1.4 Fringe Benefits

Unless otherwise indicated, members on paid leave are eligible for and retain fringe benefits of their position; members on unpaid leave shall be eligible for and retain fringe benefits of their position, in accordance with the specific insurance program and carrier requirements, by paying monthly, in advance, the full District and employee costs of such benefit programs. Members not electing to pay such costs shall have coverage rescinded until return from leave. Upon return, such benefits shall be reinstated.

17.1.5 Retirement

The effect of leave on retirement eligibility and/or credit shall be exclusively governed by the State Teachers' Retirement System, or the San Francisco City and County Employees' Retirement System, whichever is applicable. Members should, prior to requesting leave, determine from the Retirement System sources the effect of such leave. Leave forms will include this statement: WARNING--EMPLOYEES SHOULD CHECK WITH THEIR RETIREMENT SYSTEM FOR EFFECTS OF THIS LEAVE ON RETIREMENT ELIGIBILITY/BENEFITS.

17.1.6 Other Benefits

Unless otherwise indicated, time on paid leave shall be counted as time in service for rights and benefits.

17.1.7 Notification of Leave

17.1.7.1 Except in emergency situations or when waived by management, requests for unpaid leave shall be filed no later than March 1 for the following fall semester or September 15 for the following spring semester.

17.1.7.2 Where short term leave (twenty (20) days or less) is requested, such request shall be made no later than five (5) days prior to the requested beginning day of leave.

17.1.7.3 Within twenty (20) work days of the request for leave, the Divisional President or Chancellor/ Superintendent or designee shall whenever possible notify the applicant as to whether or not a recommendation for approval of the requested leave shall be forwarded to the Governing Board. Notification of approval or denial shall be provided immediately upon determination by the Board.

17.1.8 Return from Leave

17.1.8.1 Abridgment of Leave

The District may grant or deny requests for early return from leave or cancellation of approved leaves.

17.1.8.2 Notice from Employee at End of Leave

17.1.8.2.1 Except in emergency situations or when waived by management, an employee on any leave of absence longer than three (3) months shall notify the Certificated Services Office in writing by March 1 or September 15 of the semester in which the leave expires:

17.1.8.2.1.1 Of his/her intention not to return to duty; such notice shall be deemed a resignation.

17.1.8.2.1.2 Of his/her request for a leave extension.

17.1.8.2.2 Lack of such notification shall be deemed an intention to return on the date specified in the original approved leave application.

17.1.8.3 Notice to Employee regarding Extension of Leave

Within twenty (20) work days of the request for extension of leave, the divisional President or Chancellor/Superintendent or designee shall wherever possible, notify the applicant as to whether or not a recommendation for approval of the leave requested shall be forwarded to the Governing Board. Notification of approval or denial shall be provided immediately upon determination by the Board.

17.2 Unpaid Leave

17.2.1 A unit member may be granted a leave without pay for not more than twenty (20) assigned duty days in any one year period, subject to the discretion/approval of the Chancellor/Superintendent.

17.2.2 A unit member may be granted leave without pay for any period of time, upon recommendation of the Chancellor/Superintendent, and subject to the approval of the Board.

- 17.2.3 These leaves may be granted for, but not limited to, such purposes as personal study, research, rest, child care, union organization leave, governmental service, rehabilitation, Peace Corps, Action, personal business, professional growth, and court appearance.
 - 17.2.4 When a non-tenured part-timer is granted an unpaid leave for a semester or a year, there shall be no guarantee of re-employment for the ensuing semester, but the part-timer shall be placed in the appropriate seniority group (see Article 25) and treated as though he/she were still working that semester, for purposes of re-employment.
 - 17.2.5 Board approved unpaid leaves of one semester or one year when completed under nationally recognized fellowships or foundations (Fullbright, Guggenheim, etc.) do not break the continuity of service for salary increments and sabbatical credit, where applicable.
 - 17.2.6 Unpaid leaves shall not be unreasonably, arbitrarily, or capriciously denied.
- 17.3 Sick Leave
- 17.3.1 Accrual Rate
 - 17.3.1.1 Effective Fall, 1985, for Centers faculty sick leave for Schedule I and II regular and contract employees shall be granted to each member in hours. The number of hours per semester shall be equal to the number of hours of required service per week. College regular and contract instructors shall continue to have sick leave calculated in days and half days.
 - 17.3.1.1.1 Sick leave may be used at anytime after it is earned, provided it is used in one hour increments. (Sick leave may be used in one-half (1/2) hour increments only when a full assignment is missed and that assignment is one which is regularly scheduled in one-half (1/2) hour blocks (e.g. 1½ hours, 2½ hours, etc.)
 - 17.3.1.1.2 At the end of each year the number of sick leave hours accrued shall be rounded off to the nearest half hour.
 - 17.3.1.1.3 If an employee has not rendered service during the academic calendar because of illness or injury and does not render service during a subsequent academic calendar because of illness or injury, he/she shall not receive the ten (10) sick days in that subsequent year.
 - 17.3.1.2 Other employees shall be granted sick leave hours on the basis of $0.057 \times$ the number of hours of service performed during the academic calendar, subject to the following limits:

17.3.1.2.1 Limits of Accumulation

No part-time employee may accumulate more hours of sick leave per semester than the usual number of hours per week at 60% of a full-time load in that assignment times .057. This includes block hour assignments.

17.3.1.2.2 Use and Accrual of Sick Leave

Sick leave may be used at anytime after it is earned, provided it is used in one hour increments. (Sick leave may be used in one-half (1/2) hour increments only when a full assignment is missed and that assignment is one which is regularly scheduled in one-half (1/2) hour blocks (e.g. 1½ hours, 2½ hours, etc.)

17.3.1.2.3 At the end of each year the number of sick leave hours accrued shall be rounded off to the nearest half hour.

17.3.1.2.4 For purposes of converting part-time hours to LTS days or full-time days; Number of part-time hours accumulated sick leave ÷ hours of average daily work load as a full-time employee within the department/discipline assigned = full-time days accumulated.

17.3.1.2.5 For purposes of converting LTS days to part-time hours: Number of LTS days accumulated sick leave x hours of average daily teaching load as an LTS = part-time hours accumulated.

17.3.1.3 Sick leave shall be earned only for assignments performed during days of service in the academic calendar, including overload/extra pay assignment. Overload/extra pay sick leave shall be earned on the same basis as part-time sick leave, and may only be used for the overload assignment. Faculty who had previously received overload sick leave shall have that sick leave continue cumulatively.

17.3.1.4 Usage

Accumulated sick leave may be used at any time during the school year for any assignment, except for overload as stated in 17.3.1.3 preceding.

17.3.1.5 Unpaid Leave

Employees who are on unpaid leave, in accordance with the provisions of Section 17.2 et seq., shall retain all accumulated sick leave, but shall not accrue any additional sick leave benefits during such periods of absence.

17.3.1.6 Paid Leave

Employees on paid leave, except those on sabbatical or industrial accident or illness shall accumulate sick leave benefits in accordance with the article.

17.3.2 Earned sick leave which is not used may be accumulated indefinitely from one year of service to the next and may be used as required during such subsequent years of service.

17.3.2.1 Part-time employees accumulated but unused sick leave is lost after a break in service of more than two consecutive semesters, but an unpaid leave is not considered a break in service.

17.3.3 Employee credit for sick leave of absence need not be accrued prior to taking sick leave by the employee, and, such leave may be taken at any time during the fiscal year, not to exceed the balance of the employee's sick leave entitlement through June 30 of that fiscal year for scheduled employees, and through the end of the semester for part-time employees.

17.3.4 Partially Paid Sick Leave

When a Schedule I or II, Regular, 1st Year Contract or 2nd Year Contract member has exhausted his/her sick leave benefits and is subsequently absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the member the employee shall receive fifty percent (50%) of his/her regular salary during the period of such absence up to a maximum of five (5) school months.

17.3.5 Transfer of Sick Leave Credit (from outside the District)

17.3.5.1 Sick leave credit received by transfer from the previous employer of a new employee shall be accepted within one year from date of hire pursuant to the provisions and limitations of the Education Code.

13.3.5.2 It shall be the responsibility of the employee to notify the District Certificated Services Office, in writing, of the name and address of the District by whom he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which he/she is or was entitled at the time of separation.

- 17.3.6 At the time an employee begins his/her employment for the academic year, he/she shall, annually, be provided with a current accounting of his/her accumulated sick leave.
- 17.3.7 An employee utilizing sick leave benefits under provisions of this section shall provide the District with a signed "Application for Sick Leave Allowance" Form, such form as mutually agreed to by the Union and the District. In all cases of absence due to illness/accident not exceeding five (5) work days, the Manager or Supervisor approval signature shall be deemed as certifying the absence of the member, and, authorizing sick leave usage, if available. Failure to sign or refusal to sign shall be for good and sufficient cause. In all cases of illness/accident exceeding five (5) consecutive work days, a signed certification from a reputable physician or dentist verifying that there was an illness/accident and the ability to return to work may be required. Should the absence continue in excess of one month, an additional certification from the physician or dentist must be filed each succeeding month.
- 17.3.8 Sick leave may be utilized by any person placed under quarantine on the same basis as though this person has been ill.
- 17.3.9 Faculty members upgraded from part-time to full-time, from part-time to long-term substitute, from long-term substitute to full-time, or reverting from long-term substitute back to part-time shall retain all sick leave accruals from their previous district assignment(s).

17.4 Maternity Leave

A unit member who is absent from duties because of a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom shall have the right to utilize sick leave, unpaid leave or provisions of 17.3.5 above. To utilize these leave provisions after the delivery date, the employee shall be required, within six (6) weeks post delivery to provide a physician's statement as to the expected length of disability/ability to return to work. Should circumstances cause a reevaluation of the expected length of disability/ability to return to work an additional statement from the physician shall be required. These provisions are not intended to be used as child care leave. Child care leave is an unpaid leave which shall commence on the date certified by the employee's physician that she is able to return to work. The District shall not deny childcare leave of up to one year for faculty.

17.5 Industrial Accident and Illness Leave

For accident or illness which is job-incurred, members shall be provided leave benefits under the following provisions:

- 17.5.1 Allowable leave shall be sixty (60) days during which the schools of the District are required to be in session or when the member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

- 17.5.2 Allowable leave shall not be accumulated from year to year.
- 17.5.3 Industrial accident or illness leave shall commence on the first (1st) day of absence.
- 17.5.4 When a certificated unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her of not more than his/her full salary. The phrase "full salary" as utilized in this section shall be computed so that it shall not be less than the member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- 17.5.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 17.5.6 When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.
- 17.5.7 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 87781 and 87786, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of that industrial accident or illness leave, provided that if the member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- 17.5.8 During any paid leave of absence, the District will issue the employee appropriate salary warrants for payment of the salary including, where appropriate, temporary disability indemnity, and will deduct normal retirement and other authorized contributions; all without the necessity of preparing and issuing a temporary disability indemnity check to the employee who then endorses it to the District.
- 17.5.9 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California, unless the Governing Board authorized travel outside the state.

17.5.10 In cases of assault and battery, it is the duty of any faculty member who is attacked, assaulted, or menaced by any person and the duty of any person under whose direction or supervision such faculty member is employed who has knowledge of such incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. If the attack, assault, or menace was by a student, failure to make such a report is a misdemeanor punishable by a fine of not more than \$200, and any action designed to influence the faculty member not to make such a report is also a misdemeanor subject to a fine of not less than \$100 nor more than \$200.

17.6 Reemployment (Following Leave Exhaustion)

When an employee has been on an extended leave due to industrial accident or illness, and, all leaves are exhausted, paid or unpaid, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. If at any time, during the thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she will be reemployed in the first (1st) vacancy in the classification of his/her previous assignment. Upon resumption of his/her duties, the break in service will be disregarded and he/she will be fully restored as a permanent employee.

17.7 Personal Emergency/Necessity Leave

17.7.1 A certificated employee shall be granted up to a maximum ten (10) days leave of absence in any school year, at his/her election, without advance permission and without loss of pay, in cases of personal emergency, or personal business of a compelling nature, where such leave can be deducted from the employee's accumulated sick leave.

17.8 Bereavement Leave

17.8.1 Employees shall be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days (five (5) working days if out-of-state travel is required) per occurrence on account of death of any member of the member's immediate family.

17.8.2 "Member of the immediate family," as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or any person living in the immediate household of the employee.

17.9 Jury Duty/Witness Leave

17.9.1 When regularly called for jury duty or as a witness in the manner provided by law, members shall be granted, upon request, a leave of absence without loss of pay for the day the employee is required to perform jury duty or serve as a witness during the employee's regularly assigned working hours.

- 17.9.2 Request for jury service/witness leave should be made by presenting as soon as possible the official court summons to the member's immediate supervisor or District designee.
- 17.9.3 Reimbursement to the District of any monies earned as a juror or witness, except mileage and meals allowance, shall be made by the member.
- 17.9.4 A member regularly called for jury duty or as a witness shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
- 17.9.5 Employees are required to return to work during any evening or weekend assignment in which jury duty/witness services are not required.
- 17.9.6 The District may require verification of jury duty/witness time prior to, or subsequent to, providing jury duty/witness compensation. Faculty member's check for jury service or other written verification from the court shall serve as verification.

17.10 Military Service Leave

Members shall be granted military leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans Code.

17.11 Legislative Leave

- 17.11.1 Any Regular employee elected to the State Legislature shall be granted a leave of absence without pay for the duration of his/her elected term of office, if requested by the employee.
- 17.11.2 The employee must resume his/her full duties within six (6) months after his/her term of office expires.
- 17.11.3 Compensation for part-time services by an employee on legislative leave shall be on a pro-rata basis of the employee's full-time salary.
- 17.11.4 Unless otherwise agreed to, an employee, upon completion of his/her term of office, shall be reinstated to a comparable position to the one he/she held prior to his/her election.
- 17.11.5 A person employed to take the place of an employee who has been granted a legislative leave shall not have any right to such position following the return of such employee to the position.

17.12 Early Retirement

This is an incentive plan whereby the employee retires before age sixty-five (65) but after age fifty-five (55) and is eligible for retirement benefits and is contracted to perform professional services for five (5) years or until the retiree is sixty-five (65)--whichever comes first.

17.12.1 Age Requirement

The employee must have reached the age of fifty-five (55) before participation.

17.12.2 Initiation of Request

Although the employee shall initiate the request, post-retirement employment contractual arrangements are made by mutual consent of the employee and the District before retirement according to the provisions of this Article. At the option of the employee, the contract can be revoked.

17.12.3 Other Requirements

The employee must have been employed as a Schedule I or II employee working at his/her full load (75% of the days or 75% of his/her full load) in the San Francisco Community College District for at least ten (10) years.

17.12.4 Workload

17.12.4.1 Over the period of the plan, the employee's work assignment shall not exceed that which bears the same relationship to a regular employee's workload having comparable duties as the allowable STRS maximum bears to the early retiree's place on the salary schedule.

17.12.4.2 Formula for computation

17.12.4.2.1 In the Centers Division the annual workload (in days) shall be \$5800 (or the current STRS maximum) x 177 (days) divided by the retiree's final scheduled annual salary rounded off to the nearest whole number.

17.12.4.2.2 In the College Division the annual workload (in units) shall be \$5650 (or the current STRS maximum) x 30 (units) divided by the retiree's final scheduled annual salary, rounded off to the nearest whole number.

17.12.4.3 Duties may include any activities agreed upon between the early retiree and District other than day-to-day substitution.

17.12.4.4 Employees who perform teaching services under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling and class size.

17.12.5 Salary

The employee shall receive \$5800 or the maximum compensation allowable to those concurrently receiving retirement benefits. The employee may arrange with the District the manner in which this payment is made.

17.12.6 Fringe Benefits

Employees who retire with ten (10) or more years of service to the District and acting as consultants under this plan shall continue to receive District-paid contributions for employee and dependent family member coverage in the health and dental plans, subject to the rules and regulations of the contracts with the health and dental plan organizations and this contract. A "retired" employee shall be defined as one who has retired for service or disability and who is eligible for or is receiving a retirement allowance from the State Teacher's Retirement System or San Francisco City and County Employees Retirement System.

17.12.7 Notification Dates

17.12.7.1 An employee who is interested in participating in the plan shall notify the District no later than January 15 for the following fall semester or September 1 for the following spring semester.

17.12.7.2 After the employee requests early retirement, The District shall notify the employee by February 15 if this request is mutually acceptable, contingent on an agreement as to duties to be reached by March 15 or October 1 if the request is mutually acceptable contingent on an agreement as to duties to be reached by November 1 preceding the first year of the contract.

17.12.8 Employees who do not elect to use the Early Retirement incentive described above may opt to receive up to two years retirement credit if they are under sixty years old as per the provision of AB 2223.

17.13 Reduced Workloads - Pre-Retirement Reduction of Certificated Employees Annual Workload

17.13.1 Age Requirement

The employee must have reached the age of fifty-five (55) before reduction in workload according to this provision, but in no case can the employee participate beyond the end of the school year in which he/she reaches his/her 70th birthday.

17.13.2 Initiation of Request

The option of reduced-load employment must be made by mutual consent, and can be revoked only with the mutual consent of the District and employee.

17.13.3 Other Requirements

The employee must have been employed full-time (Schedule I) in the San Francisco Community College District in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment. "Full-time" in this subsection shall be defined in accordance with STRS requirements.

17.13.4 Workload

The minimum workload for reduced-load employment shall be the equivalent of one-half ($\frac{1}{2}$) of the annual full-time workload as defined elsewhere in this agreement. Employees who teach under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling and class sizes.

Employees who work one-half ($\frac{1}{2}$) of a full-time workload may be able to fulfill their annual assignment by working full-time for one (1) regular semester.

Pre-retirement reduction in workload is limited to a period of five (5) years. Retirement can be taken at the end of each work-year, but retirement shall be mandatory at the conclusion of the 5-year pre-retirement program period.

17.13.5 Salary and Fringe Benefits

The employee shall be paid a salary which is the pro-rata share of the salary which the employee would have earned had he or she not elected to exercise the option of reduced workload. The employee shall retain all other rights and benefits enjoyed by full-time members of the unit.

17.13.6 Retirement System

The employee shall receive retirement credit as if he/she were employed on a full-time basis. The employee contributions will be the same as if the member were employed on a full-time basis, the District contributions will be as required by law.

17.13.7 Notification Dates

An employee requesting participation in a reduced workload agreement must apply by January 15 for the following academic year or by September 15 for the following spring semester.

- 17.13.8 The divisional President or Chancellor/Superintendent or designee shall notify the employee within 20 workdays of the receipt of the request for reduced workload as to whether or not a recommendation for approval of the leave requested shall be forwarded to the Governing Board. Notification of approval or denial shall be provided immediately upon determination by the Board.

17.14 Sabbatical Leave

General Information

All applications for sabbatical leave will be submitted on a form provided by the District and will include a full statement of the purpose and plans for use of such leave. This full statement becomes a major part of the employee's sabbatical contract with the District. The completed sabbatical leave application and agreement shall be submitted to the appropriate President or designee(s) no later than close of day September 3 or February 4 of the semester immediately preceding that for which the leave is desired. The District shall notify those faculty who have applied for sabbatical whether or not their sabbaticals will be granted by February 25 for the following Fall semester, and by September 24 for the following Spring semester.

17.14.1 Basic Eligibility:

Sabbatical leave for regular certificated employees must be preceded by at least twelve (12) credited semesters of service requiring certification qualifications, all of which shall have been Schedule I or II service in the San Francisco Community College District.

- 17.14.1.1 A semester of service shall be credited to Schedule I or II employees upon completion of service of at least seventy-five percent (75%) of the regular full load within their discipline for an entire semester. Faculty working a partial load shall receive proportional credit.
- 17.14.1.2 Hourly service is not credited for eligibility.
- 17.14.1.3 Long-term substitute service is not credited for eligibility except that service as a Schedule I or II long-term substitute immediately preceding a Schedule I or II contract (probationary) appointment shall be credited to a maximum of one (1) year.
- 17.14.1.4 Grant or categorical service shall not be credited for eligibility except: Service as a Schedule I or II grant/categorical employee shall be credited for that amount of continuous uninterrupted service with the District, beginning with the 1973-74 academic year to the date of First or Second Year Contract, Schedule I or II appointment.

Service as an hourly employee working the equivalent of a Schedule I or II load (at least 20 hours per week) shall be credited for that amount of continuous uninterrupted service with the District, as reflected on District records beginning with the 1973-74 academic year to the date of First or Second Year Contract, Schedule I or II appointment.

- 17.14.1.5 Notwithstanding any such crediting of semesters to long-term substitute or to grant/categorical service, no First or Second Year Contract (probationary) employee shall be eligible for or be granted sabbatical leave prior to completion of his/her contract (probationary) status.

17.14.2 Length of Leave/Criteria for Selection

- 17.14.2.1 Sabbatical leave may be granted for no more than one (1) year (two (2) semesters). A faculty member may elect to split his/her one (1) year (two (2) semester) sabbatical leave into two (2) non-consecutive semesters within a three (3) year period.

- 17.14.2.1.1 A member on a one (1) semester sabbatical leave shall receive ninety percent (90%) of full salary for such semester.

- 17.14.2.1.2 A member on a one (1) year sabbatical, or on a one (1) year split-semester sabbatical shall receive sixty percent (60%) of full salary for such period(s).

- 17.14.2.2 If a sufficient number of eligible faculty members apply, sabbatical leaves shall be granted by division so that four percent (4%) of the total Schedule I and II faculty in each division will be on leave each semester; however, in each division at least three-fourths (3/4) of such four percent (4%) granted and on leave must be for one (1) year sabbaticals.

- 17.14.2.3 In the event more eligible faculty apply than leaves available, leaves shall be granted, determined in the following order:

- 17.14.2.3.1 Greatest number of consecutive semesters of Schedule I or Schedule II employment since date of hire or date of last sabbatical leave, whichever is later (unpaid leaves shall not constitute a break in service); if equal,

- 17.14.2.3.2 Least number of sabbaticals taken previously; if equal,
- 17.14.2.3.3 Earliest hire date in a probationary status; if equal,
- 17.14.2.3.4 Earliest continuous part-time service hire date within the District; if equal,
- 17.14.2.3.5 By lottery.

17.14.3 Approved Activities for Sabbatical Leaves

17.14.3.1 Sabbatical Leave for Study

- 17.14.3.1.1 During a sabbatical, a certificated employee shall complete at least nine accredited semester units, or their equivalent, of courses approved in advance per semester, and the employee shall be credited for one complete semester or year of service for salary increment purposes.
- 17.14.3.1.2 Transcripts or other evidence of completion shall be submitted to the District Certificated Services Office within sixty days of the certificated employee's return to duty, except that if credit is to be claimed for salary classification or for increments, transcripts must also be filed in accordance with the provisions of Article 20.
- 17.14.3.1.3 A special project or research problem may be substituted for the unit requirement if it is approved in advance by the Divisional President, Chancellor/ Superintendent or his/her designee.

17.14.3.2 Sabbatical Leave for Travel

- 17.14.3.2.1 Certificated employees on sabbatical leave shall remain in travel status the equivalent of at least 80% of their sabbatical term.
- 17.14.3.2.2 The application for leave shall include in general terms, an itinerary of the proposed travel, together with a statement concerning the proposed objective.
- 17.14.3.3 If unforeseen circumstances prevent completion of an original sabbatical plan, the faculty member may request approval of a revised plan.

17.14.4 Employee Obligation on Return from Sabbatical

17.14.4.1 Within sixty (60) calendar days of the employee's return to duty, a detailed itinerary (where applicable) and written report describing and documenting the activities and accomplishments of the employee, how the program of study or travel agreed upon was carried out, and/or, how the intent and purposes of the sabbatical were satisfied during the sabbatical leave shall be submitted to the Divisional President or designee(s) who shall then issue a receipt to the employee. The President or designee shall indicate acceptance or rejection within 20 days.

17.14.4.2 If the President or designee(s) finds the report submitted is unsatisfactory, or has not been submitted, he shall:

17.14.4.2.1 If unsatisfactory, notify the employee in writing, including reason(s) for rejection and require the employee to rewrite the report within twenty (20) workdays. If the second report is still unsatisfactory, the employee shall be notified in writing with reason for rejection, and that pursuant to the pertinent provisions of the Education Code, the salary payment due the employee for his/her last month of service for the year will be withheld until a satisfactory report is submitted. (See also 17.14.4.3.)

17.14.4.2.2 If not submitted, notify the employee in writing and inform the employee that pursuant to the pertinent provisions of the education code the salary payment due the employee for his/her last month of service for the year will be withheld until a satisfactory report is submitted.

17.14.4.3 Notwithstanding 17.14.4.2.1 above, if a sabbatical leave application or report is rejected by the Division President or designee, the faculty member, may within ten (10) workdays of receipt of notice of rejection, file an appeal of such rejection to the Chancellor/ Superintendent. The Chancellor Superintendent may hear the appeal, or, may appoint one or more persons to an advisory panel to hear the appeal and recommend the Chancellor Superintendent's response. The Chancellor Superintendent shall review any such advisory opinion prior to making a final decision. Such decision shall be final and binding on all parties.

17.14.4.4 The Chancellor/Superintendent or designee may, for good cause, authorize an extension of time not to exceed one academic year for the purpose of completing the necessary requirements/report of the sabbatical.

17.14.4.5 The District reserves the right to print and distribute sabbatical reports.

17.14.5 Required Services Following Sabbatical Leave

A certificated employee must serve a total two years of service at his/her full load at any time between or after a one-year sabbatical leave. Partial work shall be combined to fill the requirement. One year of service is required after a one semester sabbatical.

17.14.6 In case the program of study or travel, as agreed upon in the sabbatical leave contract with the District, is interrupted by serious accident or illness during such leave, and the accident or illness is properly verified by a qualified physician, such interruption shall not constitute a violation of the contract or prejudice the employee against receiving the rights and benefits provided for under the terms of the sabbatical leave. However, this provision is based on the fact that such interruption does not extend over a period of time that would cause the purposes of the sabbatical leave to be abandoned. In the latter case, the sabbatical leave would be terminated and a sick leave would be substituted. If a sabbatical is terminated due to illness or serious accident, the sabbatical leave salary shall also be terminated. In all cases of serious accident or illness of a certificated staff member on sabbatical leave, the District shall be notified by registered letter after occurrence or medical diagnosis.

17.15 Exchange Leave

17.15.1 The Governing Board of the San Francisco Community College District, subject to the rules and regulations prescribed by the Board of Governors, may enter into an agreement with the proper authorities of any foreign country, or of any state, territory or possession of the United States, or other district within the state, for the exchange and employment of its regularly credentialed employees and employees of public schools of any foreign country, state, territory or possession or other district within this state. Any certificated person so employed shall be known as an "exchange certificated employee."

17.15.2 An employee of the San Francisco Community College District may apply for such an exchange under an exchange leave.

17.15.3 Exchange leaves may be granted to employees upon approval of the Governing Board.

- 17.15.4 To be eligible for such a leave, an employee must be a regular employee for at least one full year and/or have served a minimum of two (2) years at his/her full load immediately prior to the period of the exchange leave.
- 17.15.5 The exchange leave is for one semester or one academic year only, unless extended for an additional year upon mutual agreement among the four parties, the educational institutions and the two exchanged employees.
- 17.15.6 The San Francisco Community College District shall pay its faculty member the usual and full salary for the period of assignment with the host institution.
- 17.15.7 The San Francisco Community College District shall continue to contribute to its employee's fringe benefits in the same manner as if the employee were not exchanged.
- 17.15.8 At the completion of the exchange and upon return to duty in the San Francisco Community College District, the employee must serve at least two (2) consecutive years at his/her full load before becoming eligible for another exchange leave.
- 17.15.9 The San Francisco Community College District shall not be obligated to pay any costs for transportation, living or personal expenses incurred as a result of the exchange.

17.16 Partial Load Leave

By mutual agreement between the employee and management, contract and regular employees may be granted a reduction from their full workload requirements. The employee shall receive pay on a pro-rata basis as the load reduction bears to his/her full load salary schedule placement. Full increments shall be earned only where the reduced load is not less than seventy-five percent (75%) of full-time (Schedule I) load. In cases where a reduced load is less than seventy-five percent (75%) of full-time (Schedule I) load, the faculty member shall be given 1/2 year credit toward an increment. Whenever two such 1/2 year credits are earned, the faculty member shall be moved one full increment. Retirement credit, if any, shall be in accordance with the Retirement programs' respective provisions. District-paid insurance benefits shall be furnished as though the employee is on his/her full workload.

17.17 Professional Growth Leave

Professional Growth Leave may be granted by the Chancellor/Superintendent or his/her designee to any faculty member, with or without pay, travel, expenses or fees, where such leave is determined as beneficial to the District.

18.0 LOAD AND CLASS SIZE

18.1 Load shall remain according to past practice except for the following changes:

- 18.1.1 Non-credit load shall be moved from .60 load factor to .75 load factor.
- 18.1.2 All laboratory student-contact teaching (such as lecture/laboratory, lecture/studio, and lecture/demonstration classes presently at .75 load factor and laboratory classes presently at .67 load factor) shall be increased to 1.0 load factor.
- 18.1.3 The non-teaching load shall be moved from a .43 load factor to a .50 load factor.
- 18.1.4 Business 52A and 52B (Intermediate Accounting) shall be moved from 5.0 faculty load credit to 6.25 faculty load credit.
- 18.1.5 Business Administration 1 and 2 (Accounting) shall be moved from 5.75 faculty load credit to 6.25 faculty load credit.
- 18.1.6 Business 54 (Auditing) and Business 55 (Cost Accounting) shall be moved from 3.0 faculty load credit to 3.75 faculty load credit.
- 18.1.7 ESL 2RV shall be moved from 3.0 to 3.75 faculty load credit.
- 18.1.8 Nursing: All clinical courses (courses held in hospitals) shall have 1.0 load factor per hour in class.
- 18.1.9 Allied Health programs: For Site Visitations, .67 load factor for each hour of instructor time. Formula shall be based on the assumption of 1/2 hour spent with each student per visitation.

$$1/2 \text{ hour} \times \text{no. of students} \times .67 \text{ load factor}$$
- 18.1.10 Business 90 (Stenography) shall be moved from 5.0 faculty load credit to 7.0 faculty load credit.
- 18.1.11 TV courses: All required hours shall be compensated at 1.0 load factor.
- 18.1.12 Instructors assigned in the Reading Lab, Writing Lab, Biology Lab, and their equivalent shall have a .67 load factor.
- 18.1.13 Credit shall be given to faculty members who have students registered for independent study, at the rate of 1 unit for every 4 students.
- 18.1.14 Size factor credit in large classes shall be 1.5 x lecture hours for 51-100 students, 2.0 lecture hours for 101-150 students, and an additional .5 x lecture hours for each additional increment of 50 students. This provision covers full time, part time, overload and summer school faculty in addition to contract, regular and LTS faculty.

- 18.2 Instructional faculty who are assigned 20 or more students as advisees shall receive reassigned time according to the following schedule:

# of advisees	Unit(s) of reassigned time (at 1.0 load factor)
20-30	1.0
31-40	1.5
41-55	2.0
56-65	2.5
66-80	3.0

For additional students, continue to use the same formula.

- 18.2.1 Faculty members who are assigned fewer than 20 advisees shall accumulate credit toward reassigned time over a number of semesters not to exceed 3 until the total number of advisees reaches at least 20, at which time the faculty member shall be scheduled reassigned time according to the above compensation table.
- 18.3 For purposes of determining teaching load, one classroom hour shall be defined as fifty (50) clock minutes of classroom instruction including all lecture, laboratory, lecture-laboratory, and any other mode or manner of instruction, and one-half classroom hour shall be defined as twenty-five (25) clock minutes.
- 18.4 Where there are underloads or overloads, the supervisor shall give to the faculty member a record of such accumulated overload or underload each semester, along with the assignment for the ensuing semester.
- 18.5 All part-timers at 50% or more of a full-time load in the Centers Division prior to implementation of 18.1.1 above shall be made full-time.
- 18.6 Class Size
- 18.6.1 Class size shall be computed three work days after the end of "Add/Drop Week" at the College.
- 18.6.2 Class size shall be determined in the Centers by an average of one week's attendance for classes meeting four or five days per week; an average of two weeks' attendance for classes meeting two or three days per week; an average of three weeks' attendance for classes meeting once a week. The determination of class size can be made any week, two consecutive weeks or three consecutive weeks depending on the frequency of class meetings, with the exception of the first week.
- 18.6.3 The maximum class size shall be 25 students per class except in the instances below. The exceptions shall include the following:
1. Remedial and Basic Skills Classes 20
 2. ESL classes 20
 3. Physical Education Dance Composition Classes 20
 4. Aeronautics and Airport Maintenance 20

5. Classes with individualized Instruction	15
6. Classes requiring close supervision for student learning, health and/or safety	15
7. North Gym Physical Education Individual Sports	15
8. Psych Tech and LVN lecture	15
9. Psych Tech and LVN lab	10
10. Classes for the Handicapped	10
11. Co-operative Nursery -- Parent Education	10
12. Drama Performance Classes.	10
13. Laboratory classes	12
14. Music Instrumental Training & Performance Classes	8
15. Nursing 50 & 51 (Hospital Lab)	8
16. Counselors (Counselor/Student ratio)	350
17. Special Education Counselors (Counselor/Student ratio)	275
18. Centers Division Counselor/Student ratio	200
19. Librarians (Librarian/Student ratio)	400
20. Student Health (Student Health Worker/Student ratio)	2500

18.6.3.1 Classes of more than the specified maximum shall be allowed under the following conditions:

18.6.3.1.1 If the workspace can safely accommodate more than the specified maximums, and

18.6.3.1.2 If larger classes are educationally sound as determined by the Department/Program/Discipline and by the Union.

18.6.3.1.3 Under no circumstances shall a faculty member teach a class at more than the specified maximum class size without his/her approval as well as approval of the Department/Program/Discipline. The Union shall be notified of any such agreements.

18.6.3.2 Class size and counseling load shall be smaller than the maximum in courses and programs and areas in which the certifying or contracting bodies recommend or require smaller class size and counseling load for certification.

18.6.3.3 No class size or faculty-to-student ratio shall exceed the limits required by law.

18.6.3.4 Classes which work with dangerous equipment and dangerous substances shall be as small as safety to faculty members and students dictates. Formats of instruction other than those listed will have their student to faculty ratio determined by the Department/Program/Discipline in the appropriate division in which the class or service is provided. The Union shall be notified of any such decisions.

18.6.3.5 If the number of available work stations and/or required pieces of equipment available for a particular course, class, shop, or laboratory class is less than the maximum class size, the class size maximum shall be lowered appropriately.

18.6.3.6 Where working space and/or stations are limited, the maximum class size shall be reduced from established maximums in order to insure the health and safety of the faculty members and students.

18.6.3.7 Third and fourth semester classes in a series shall not be cancelled because of low class size.

Article 19.0 CALENDAR

19.1 District and Union agree to meet by January 1 of each year to negotiate the following year's calendar. The format for the calendar of the second and third year of the contract shall follow the format of the first year. All faculty shall be on the same calendar.

20.1 Salaries

- 20.1.1 For fiscal year 1985-86, the District shall provide a salary increase of 10% in addition to a cost of living increase equivalent to the Bay Area CPI July 1, 1984 to June 30, 1985. For fiscal years 1986-87 and 1987-88, the District shall provide each year a 10% salary increase in addition to cost of living increases equivalent to the previous year's July 1 to June 30 CPI increases.
- 20.1.2 For all part-time faculty, the District shall provide full pro-rata pay based on the proportion of the part-time load to the standard full-time load for faculty in similar categories.
- 20.1.3 Part-time faculty shall receive payment for each semester's work in equal monthly amounts.
- 20.1.4 Full-time faculty who have a class cancelled after the beginning of a semester, and who subsequently owe units, shall be paid on a pro-rata basis for the additional time served in said class prior to cancellation.
- 20.1.5 Career increments A, B, and C shall become steps 19, 20, and 21 of the salary schedule. Advancement shall be according to procedures and criteria for advancement to steps 2 through 18.
- 20.1.6 For 1985-86, rating 1 of the Salary Schedule shall be removed. All steps shall be renumbered, but this change shall not affect currently-employed faculty.
- 20.1.7 For 1985-86 and 1986-87, the lowest rating on the salary schedule shall be removed each year, as in 20.1.6 above.

- 20.1.8 The number of hours worked, and accumulated sick leave earned and available shall be shown on each paycheck, or on a separate piece of paper with each paycheck.

20.2 Initial Placement on the Salary Schedule

- 20.2.1 Faculty shall be placed on columns A-G of the salary schedule according to past practice and this contract.
- 20.2.2 Faculty shall be given one for one credit, up to a maximum of five years, for each year of full-time service as a faculty member, outside of our District.
 - 20.2.2.1 For purposes of 20.2.2 above, full-time service shall be defined as that load which is required in a particular institution to qualify as full-time.
 - 20.2.2.2 In cases where a faculty member has part-time service outside the District, such service shall be counted on a pro-rata basis, with each equivalent of a year to equal one increment.
 - 20.2.2.3 Such credit must be verified by the institution or school district for which the employee worked.
 - 20.2.2.4 Under no circumstances can a faculty member earn more than a year's credit for one year's work.
- 20.2.3 Additional four increments shall be given on a one for two basis, for additional educational experience outside the District, and/or related experience.
- 20.2.4 In addition to 20.2.2 and 20.2.3 above, faculty who previously worked in the San Francisco Community College District as part-time certificated employees shall have that experience counted. The number of hours worked divided by the number of hours per year in a Schedule I or II assignment (as appropriate) shall equal the number of additional increments granted. No portion of a year shall be counted.
- 20.2.5 For vocational faculty, placement for faculty with no degree or a BA degree shall be on column D; no degree + 60 units or BA + 15 on E; BA + 30 on F.

20.3 Advancement -- Annual Increment

The principle of the payment of an annual increment is hereby continued in effect, subject to the following limitations:

- 20.3.1 An employee must have served a complete academic year. A complete academic year for salary purposes shall be service of 75% or more of the hours/load required for a full-time assignment (Schedule I) in an academic year.
- 20.3.2 In cases where the load worked is less than 75% of full-time (Schedule I), the faculty member shall be given 1/2 year credit toward an increment. Whenever two such 1/2 year credits are earned, the faculty member shall be given one full increment.

20.4 Professional Growth Increment (Increments in addition to the annual increment) - Non-vocational

Professional growth increments are granted in addition to annual increments. These increments are based upon units of verified course work completed at an accredited college or university, or upon completion of in-service courses or workshops offered by the San Francisco Community College District which have been specifically approved for in-service credit.

- 20.4.1 A faculty member will be granted an increment for every 15 units of verified course work completed at an accredited college or university beyond the Baccalaureate, to a maximum of 60 units, or 4 increments, subject to the following limitations:

- 20.4.1.1 Prior written approval of courses for increment credit must be obtained from the District Certificated Services Office.

- 20.4.1.2 Only one professional growth increment is granted in any one year except as to 20.4.4 below.

- 20.4.2 In-service courses or workshops offered by the San Francisco Community College District and approved in advance for increment credit shall be granted one non-college unit of credit for 16 hours of attendance and an outside study assignment. If there is no outside study assignment, one non-college unit of credit will be granted for 32 hours of attendance. Verification of attendance and completion of assignment must be submitted to the Certificated Services Office immediately after completion of the course or workshop.

- 20.4.3 Professional growth increments do not apply to Classification F (AB and 60 units or MA) or Classification G.

- 20.4.4 A faculty member who earns a doctorate from an accredited institution subsequent to contract appointment shall be allowed credit for up to two additional increments, and shall be moved to Classification G. A Doctor of Arts degree, Bachelor of Law or Juris Doctor degree earned from an accredited institution subsequent to the Baccalaureate shall be considered as the equivalent of the earned doctorate.

20.5 Professional Growth (Increments in addition to an annual increment, within a column) and Classification Advancement/Column Movement (Movement to another column) -- Vocational

20.5.1 Instructor originally placed on Column D

20.5.1.1 Vocational Credential only

- 20.5.1.1.1 An instructor will be granted an increment on Column D, if possible, for the first 30 units of verified course work completed at an accredited college or university or for industry-sponsored seminars.
- 20.5.1.1.2 An instructor will be granted one increment on Column D wherever possible and then lateral movement to Column E for 30 additional units.
- 20.5.1.1.3 The employee will remain on Column E until he/she earns a B.A. + 30 units, at which time the employee will move laterally to Column F.
- 20.5.1.1.4 For purposes of determining the additional 30 units for Column F, any credited units which have not been previously used for salary placement or movement, and have not been used to obtain the B.A., shall be counted.
- 20.5.1.1.5 Faculty who receive a concurrent B.A./M.A. from an accredited institution shall be moved laterally to column F. If he/she has not yet received the two additional increments allowed, he/she shall also receive those.

20.5.1.2 B.A.

- 20.5.1.2.1 An instructor will be granted one increment on Column D where possible and then lateral movement to Column E for the first 15 units completed subsequent to original placement.
- 20.5.1.2.2 For the second 15 units completed subsequent to the above, the employee will be granted one increment on Column E where possible and then a lateral move to Column F.

20.5.2 Instructors originally placed on Column E, B.A. + 15

Upon completion of 15 units subsequent to original placement, an instructor will be granted one increment on Column E where possible and then lateral movement to Column F.

- 20.5.3 Professional growth does not apply to instructors originally placed on Column F or G except for 20.5.4.
- 20.5.4 A faculty member who earns a doctorate from an accredited institution subsequent to contract appointment shall be allowed credit for up to two additional increments, and shall be moved to Classification G. A Doctor of Arts degree, Bachelor of Law or Juris Doctor degree earned from an accredited institution subsequent to the Baccalaureate shall be considered as the equivalent of the earned doctorate.
- 20.5.5 Method for achieving Professional Growth and Classification Advancement
 - 20.5.5.1 Prior written approval of courses for Professional Growth and/or Classification Advancement shall be subject to advance, written approval by the District Certificated Services Office.
 - 20.5.5.2 Use of industry sponsored seminars for Professional Growth and/or Classification Advancement shall be subject to advance, written approval by the District Certificated Services Office.
 - 20.5.5.2.1 Such seminars shall be granted one non-college unit for 16 hours of attendance and an outside study assignment. If there is no outside study assignment, one non-college unit of credit shall be granted for 32 hours of attendance.
 - 20.5.5.2.2 Verification of attendance and completion of seminar must be submitted to the District Certificated Services Office as soon as possible after completion.
 - 20.5.5.3 Only one professional growth increment and/or movement to another column is granted in any one year, except for 20.5.1.1.5 and 20.5.4 above.
- 20.5.6 For currently employed vocational faculty who were originally placed on column D (AB + 30) or column E (AB + 45) prior to the institution of the vocational equivalents, and therefore have received fewer increments than those hired after such vocational equivalents, those faculty may advance one or two increments, as appropriate, following evidence of 15 or 30 units of credit.
- 20.6 Maximum Salary Limit/ Classification Advancement/Column Movement
 - 20.6.1 A faculty member may not advance beyond the maximum rating indicated on the salary schedule for each classification (column). The classifications are based upon added preparation beyond the bachelor degree or adult certificate.

20.6.2 A faculty member who earns units beyond the bachelor's degree or a non-degree instructor of vocational subjects who earns units after issuance of his/her credential may move from one salary classification to another as he/she meets the requirements of the next classification, but only one such movement shall occur in any academic year, except for 20.5.1.1.5 or 20.5.4, if applicable.

20.7 One-time Use of Educational Preparation

Educational preparation, in-service and/or industry-sponsored seminars may be utilized only once.

20.8 Deadlines

20.8.1 Course work completed or degrees awarded during an academic year will be honored in the following academic year, subject to 20.8.3 following.

20.8.2 Course work completed or degrees awarded prior to the academic year will be honored for the forthcoming academic year, subject to 20.8.3 following.

20.8.3 Official transcripts must be submitted to the Certificated Services Office immediately upon receipt but must be submitted by November 30 to affect salary for that current academic year.

20.9 Overload Assignments -- Payment

Contract and Regular Schedule I employees and Long-Term Substitutes who are assigned overload hours will be compensated at the appropriate pro-rata rate of pay.

20.10 Personal Automobile -- Reimbursement

The District shall reimburse an employee for advance authorized use of his/her personal automobile on matters of official District business at the prevailing District rate, but not less than 22 cents a mile. such requests must be submitted on the proper District forms and in a timely manner.

20.11 Faculty sponsors of Associated Students approved clubs shall be compensated at the non-instructional rate for all reported activities up to a maximum of 25 hours per semester.

20.12 Extra Assignments

The following unit members who regularly perform the following designated assignments shall be compensated for such extra duties on a pro-rata basis as follows:

250 hours per season

Head football coach
Head basketball coach

200 hours per season

Athletic Director
Head track coach
Head baseball coach
Women's volleyball coach

150 hours per season

Assistant football coach
 Tennis coach
 JV basketball coach
 JV track coach
 Water polo coach
 Gymnastics coach
 Badminton coach
 Men's volleyball coach

Cross country coach
 Soccer coach
 Golf coach
 JV baseball coach
 Swimming coach
 Fencing coach
 Archery coach

150 hours per year

Dance head coordinator

100 hours per year

Dance instructor

30 hours per year

Skiing instructor

50 hours per play

Drama instructor

150 hours per year

Forensics

150 hours per year

Music performance

300 hours per year

Intramural

An additional 15 hours per week per coach shall be given for post-season activities and state play-offs and tournaments. Transportation and expenses shall be paid for those instructors who are required to travel to competitions.

Article 21.0 FRINGE BENEFITS

21.1 The following fringe benefits shall be continued and extended to bargaining unit members at 40% or more of a full-time load:

21.1.1 Medical

The District shall provide medical care to all eligible unit members for the years 85-86 86-87, 87-88 at the same level of coverage. The District shall during the life of this agreement pay increased premiums for such coverage if any.

21.1.2 Drug/Dental (including Orthodontia)/Life Insurance

The District shall provide the following fringe benefits for all eligible unit members: Dental Program (including Orthodontia) and Prescription Drugs at current level of coverage, and Life Insurance of \$25,000, all for the years 1985-86, 86-87, 87-88. District shall during the life of this agreement pay increased premiums for such coverage, if any.

21.2 Dental coverage for retired members

Bargaining unit members shall, upon retirement, continue to have District-paid dental coverage.

21.3 Disability Income Protection

The District shall maintain a policy of disability income protection for members of the unit working 50% or more of a full time regular work load.

- 21.4 The Union shall be entitled to one (1) representative at all District insurance meetings considering drug, dental and life carriers, bids, specifications and selection, including selection and specifications for consultants for the above-mentioned insurance.

Article 22.0 GRIEVANCE PROCEDURE

22.1 Purpose

To provide an orderly procedure for reviewing and resolving grievances promptly.

22.2 Definitions

22.2.1 Grievance

A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.

22.2.1.1 Grievance as defined in this Agreement shall be brought only through this procedure.

22.2.1.2 Actions to challenge or change the policies of the District as set forth in the policies, rules and regulations, or administrative regulations and procedures not contained within this Agreement must be undertaken under processes determined by the policy existing previous to this procedure.

22.2.2 Grievant

A grievant is any unit member with a grievance, any group of unit members having the same grievance, or the union.

22.2.3 Day

A "day" (for purposes of this Grievance Article) is any day on which the central administrative office of the District is regularly open for business.

22.3 Time Limits

22.3.1 Grievant who fails to comply with the established time limits at any step shall forfeit all rights for that grievance to further application of this Grievance Procedure

22.3.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

22.3.3 Time is of the essence in all processing of grievance.

22.3.4 Time limits and steps may be waived by mutual agreement.

22.4 Other Provisions

22.4.1 Member's Legal Rights

Nothing contained herein shall deny to any unit member his/her legal rights under state or Federal constitution and laws.

22.4.2 A unit member may be represented and accompanied by a designee of his/her choosing at any point in this procedure.

22.4.2.1 Employees who allege a grievance concerning common matters of fact and contract provision may elect to file a class action/group grievance. Where class action/group grievance, one unit member shall represent, at all steps and levels, the entire group, except those not wishing to be included.

22.4.2.2 In all grievance proceedings, including class action/group grievance, AT THE FORMAL STEP, the Union and District may always have up to three (3) persons present at the conference; AT THE INFORMAL STEP, the Union and District are limited to a total of two (2) persons each, unless mutually agreed otherwise.

22.4.3 Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new Agreement shall be processed under this Grievance Procedure.

22.4.4 The time and day of any meetings at any stage or level of this procedure shall be by mutual agreement between the grievant, Union designee and management. Any such meeting shall, whenever possible, be during non-working hours of the grievant or designee.

22.4.5 Wherever any meeting is agreed to, or required, during the grievant or designee's regular working hours, he/she shall be excused with pay for that purpose.

22.4.6 Only matters essential to the proper maintenance of an accurate personnel file may be placed in an individual's personnel file. Except for the final remedy, no material used or developed solely for processing a grievance shall be placed in the member's personnel file.

22.4.7 If the grievant chooses to represent him/herself, the Union shall be given a copy of the grievance at the time of submission at the District level. When the Union is not the designated representative of an employee in the grievance procedure, the employer shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. Such response shall be filed within 10 days of receipt of such proposed resolution.

22.4.8 The parties shall exchange, upon request, pertinent information necessary or required to process any grievance.

22.4.9 No faculty member at any stage of the grievance procedure shall be requested or required to meet with any supervisor or management employee concerning any aspect of a filed grievance other than those outlined in this procedure.

22.5 Procedural Steps

22.5.1 Informal/Oral

Within 20 days of the time an employee knew or reasonably should have known of the occurrence of an alleged grievance, the employee shall discuss the alleged violation with the management-designated employee not in the bargaining unit having jurisdiction.

22.5.2 Formal Level

22.5.2.1 If a satisfactory resolution is not reached within ten (10) days of the informal/oral step above, the member shall present, within ten (10) days thereafter on the "Statement of Grievance Form," attached hereto as Exhibit "D," the grievance in writing to the Chancellor/Superintendent or designee.

22.5.2.2 Either the grievant or the Chancellor/Superintendent or designee may request a personal conference within ten (10) days of filing/receipt of the written grievance. Any such meeting shall be by mutual agreement and held within ten (10) days of request.

22.5.2.3 The Chancellor/Superintendent or designee shall communicate the decision to the grievant in writing within fifteen (15) days of receipt or fifteen (15) days subsequent to a conference held between the parties, whichever is the longer period.

22.5.3 Arbitration

22.5.3.1 Within fifteen (15) days after receipt of the decision of the Chancellor/Superintendent or designee, the Union may, upon written notice to the Chancellor/Superintendent, submit the grievance to arbitration under, and in accordance with, the prevailing rules of the American Arbitration Association. Upon mutual agreement, the AAA rules governing expedited arbitration may be utilized.

22.5.3.2 Power of the Arbitrator

It shall be the function of the arbitrator, and he/she is empowered except as his/her powers are herein limited, after investigation and hearings, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

22.5.3.3 The arbitrator shall have no power to:

22.5.3.3.1 Add to, subtract from, disregard, alter or modify any of the terms of this Agreement;

22.5.3.3.2 Establish, alter, modify or change any salary schedule or salary structure;

22.5.3.3.3 Rule on any of the following:

22.5.3.3.3.1 Any matter involving evaluation other than compliance with procedures;

22.5.3.4 Where any grievance is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

22.5.3.5 The decision of the arbitrator shall be final and binding on all parties.

22.5.3.6 All fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the incurring party, and, neither party shall be responsible for the expense of any witness called by the other.

Article 23.0 CATEGORICAL EMPLOYEES

23.1 The terms and conditions of this Agreement shall, in regard to categorically-funded programs and positions, be subject to the funding agency requirements and the grant contract provisions.

23.1.1 District shall, in all grants applied for subsequent to ratification of this Article, make every effort when applying for categorical funds to incorporate, where appropriate, the applicable provisions of this Agreement.

23.1.2 District shall not in any grant, allow Temporary Schedule I and Schedule II categorical employees to be required to perform a higher work load than District-funded Schedule I and II employees.

23.1.3 Calendar for categorically-funded programs or positions shall be in accordance with the terms and conditions of the grant, except that no Schedule I or Schedule II categorical employee shall be required to perform for more than one hundred seventy-seven (177) days without receiving additional compensation at the appropriate rate of pay.

23.1.4 All categorically-funded programs and positions applied for shall be for no less than the prevailing applicable salaries, then existing, paid other District-funded employees.

23.2 Personnel File -- Where a personnel file is maintained for categorically-funded employees, the employee shall have access to such file in accordance with Article 11, "Personnel Files."

23.3 The following terms and conditions of the contract covering District-funded employees shall be applicable to categorically-funded programs and positions:

Article 1 -- "Bargaining Unit"	17.7 -- "Personal Necessity Leave"
Article 4 -- "Separability and Savings"	17.8 -- "Bereavement Leave"
Article 5 -- "Non-Discrimination"	17.9 -- "Jury Duty Leave" not to
Article 6 -- "Management Rights"	exceed duration of grant
Article 7 -- "Union Rights"	17.10-- "Military Leave" not to
Article 8 -- "Academic Freedom"	exceed duration of grant
Article 10-- "Disciplinary Action"	17.17-- "Professional Growth Leave"
Article 16-- "Work Environment"	Article 21 --"Fringe Benefits"
Article 17-- "Leaves" in the fol-	Article 22 --"Grievance Procedure"
lowing provisions only:	
17.1.1-- "Definition"	
17.1.2-- "Extension"	
17.1.3-- "Salary"	
17.1.7.2-- "Notification of Short Term Leave"	
17.2.1-- "Unpaid Leave", twenty (20) days	
per Chancellor approval	
17.4 -- "Maternity Leave" not to exceed	
duration of grant	
17.5 -- "Industrial Accident/Illness Leave"	
not to exceed duration of grant	

23.4 Notwithstanding any other provision of this Article, Schedule I and II District employees (tenure/tenure track) assigned fully or partially to a categorically-funded program or position whose salary and benefits are fully or partially charged to categorical funding, shall receive and have applied the terms and conditions of this contract as though on a District-funded program or position.

23.5 Evaluation -- Categorically-funded employees shall have the provisions of 9.5 apply.

23.6 Sick Leave

23.6.1 Sick Leave for Temporary Schedule I and Schedule II categorically-funded employees' illness or injury(only) shall be credited in advance for that academic year only in the same manner as credited to District-funded Schedule I and II employees.

23.6.2 Categorical employees in a status other than Temporary Schedule I or II shall be granted sick leave according to the provisions of 17.3.1.2, 17.3.1.2.1, and 17.3.1.2.2.

23.6.3 Categorical earned sick leave may only be used by the employee during that grant period employment. Such accumulated sick leave may be used during the summer session when on the same grant.

23.6.4 Sick leave shall be accumulated during the applicable Federal or State grant period in accordance with 23.6.1, but shall not be cumulative beyond any program or grant period.

23.6.5 Part-time employees who have accumulated sick leave while on District funding and accept a categorical position within the District shall have their District accumulated sick leave held in abeyance. When such employees return to District-funded positions, the sick leave held in abeyance shall be restored. A break of more than two consecutive semesters from District employment, either before or after categorical employment, shall result in forfeiture of District accumulated sick leave.

23.7 Upgrading

Should a categorical employee unit member apply or wish to apply for another District position while in categorical status, he/she shall be considered as part-time for purposes of the Upgrading Article (12).

Article 24.0 SCHEDULE I OR II TEMPORARY EMPLOYEES/LONG-TERM SUBSTITUTES (LTS) DISTRICT FUNDED

24.1 These provisions only apply to District-funded Schedule I or II temporary employees who are placed on the salary schedule (Long-Term Substitutes).

24.2 The following terms and conditions of the AFT/District contract shall be applicable to District-funded Schedule I and II temporary (LTS) positions:

Article 1 -- Bargaining Unit

Article 2 -- Effect of Agreement

Article 3 -- Past Practices

Article 4 -- Separability and Savings

Article 5 -- Nondiscrimination

Article 6 -- Management Rights

Article 7 -- Union Rights

Article 8 -- Academic Freedom

Article 9 -- Evaluation -- Schedule I or II temporary employees (LTS) may be provided upon request an evaluation according to Article 9.5. Schedule I or II temporary employee evaluation may take place when desired and/or scheduled by management. However, no more than one official evaluation may take place in any one semester.

Article 11-- Personnel Files - Where a personnel file is maintained for a Schedule I or II temporary employee, the provisions of Article 11 shall apply.

Article 12-- Should a Schedule I or II Temporary/Long Term Substitute apply or wish to apply for another District position while in the Schedule I or II Temporary/Long Term Substitute status, he/she shall be considered as part-time for purposes of the Upgrading Article.

Article 16-- Work Environment

- Article 17 -- Leaves - in the following provisions only:
 - 17.1.1 -- Definition
 - 17.1.3 -- Salary
 - 17.1.7.2 -- Notification - short-term leaves
 - 17.1.7.3 -- Notification - of approval/denial
 - 17.2.1 -- Unpaid Leave (up to 20 days)
 - 17.3.1.1 -- Sick Leave
 - 17.3.2 -- Earned Sick Leave
 - 17.3.2.1 -- Loss of Sick Leave
 - 17.3.3 -- Sick Leave - Schedule I or II temporary employee credit for sick leave of absence need not be accrued prior to taking sick leave by the employee, and, such leave may be taken at any time during the current Schedule I or II temporary assignment, not to exceed the balance of the employee's sick leave entitlement.
 - 17.3.7 -- Verification of sick leave
 - 17.3.8 -- Quarantine
 - 17.3.9 -- Sick Leave accruals
 - 17.4 -- Maternity Leave (not to exceed the end of the current semester)
 - 17.5 -- Industrial Accident -- (not to exceed the end of the current semester)
 - 17.7 -- Personal Necessity Leave
 - 17.8 -- Bereavement Leave
 - 17.9 -- Jury Duty/Witness Leave (not to exceed the end of the current semester)
 - 17.10 -- Military Service Leave (not to exceed the end of the current semester)
 - 17.17 -- Professional Growth Leave
- Article 18 -- Load and Class Size
- Article 19 -- Calendar
- Article 20 -- Salary - in the following provisions only:
 - 20.1 -- Schedule I and II
 - 20.2 -- Initial Placement
 - 20.9 -- Overload Assignments - Payment
 - 20.10 -- Personal Automobile - Reimbursement
- Article 21 -- Fringe Benefits
- Article 22 -- Grievance Procedure

25.1 Determination of Seniority

- 25.1.1 Seniority for part-time faculty shall be determined by the number of semesters credited for wage increments.
- 25.1.2 Seniority for full-time faculty overload shall be determined in the same manner as seniority for part-time increments. (See Article 20)
- 25.1.3 Seniority shall be applied within a division, but a faculty member in one division who leaves that division and is hired by the other division with no more than a two-semester break in service shall transfer his/her seniority to the second division.

25.2 Priority and Sequence for Reemployment Assignment

- 25.2.1 The current percentage of affirmative action faculty in the part-time and overload category shall not be lowered by action of this article.
- 25.2.2 For reemployment purposes, all part-time faculty and full-time faculty teaching overloads, within a department or discipline, shall be ranked within the following groups according to their seniority within the District:

- Group 1 = 19+ semesters
- Group 2 = 15-18 semesters
- Group 3 = 11-14 semesters
- Group 4 = 7-10 semesters
- Group 5 = 3-6 semesters
- Group 6 = 1-2 semesters

- 25.2.3 The priority and sequence for reemployment shall be as follows:

- 25.2.3.1 Everyone in Group 1 shall be reemployed at the same load as the previous semester before anyone can be reemployed in Group 2, and so on for each successive group. If reemployment is possible for only some of the faculty within a particular seniority group, the part-time faculty will have priority over the full-time faculty with an overload assignment, and the decision in either of those groups shall be based on qualifications and affirmative action considerations. The faculty chosen for reemployment within that last group shall be given the chance to have the same number of units they had the previous semester before anyone else in the group shall be offered an assignment.

- 25.2.3.2 After faculty in all six groups have been given an assignment equal to that of the previous semester, then the same procedure shall be followed to offer part-time faculty not currently at the 60% load an increased load up to the 60% maximum.

25.2.3.3 Full-time faculty may request a new or increased overload assignment up to the maximum allowed. These may be given after the provisions of 25.2.3.2 are followed. Decisions about these assignments shall be based on qualifications, affirmative action, and seniority in a full-time position.

25.2.3.4 After 25.2.3.1, 25.2.3.2, and 25.2.3.3 have been followed, then any openings may be filled with new applicants for part-time positions.

25.3 Notification

25.3.1 The District must follow the above procedure for reemployment assignment except in cases in which a faculty member has received at least two negative evaluations (For first semester faculty, one negative evaluation). In such cases, the affected employee must be notified in writing as to the reasons for not being reemployed. Such decisions shall not be arbitrary, capricious, or punitive.

25.3.2 After following the priority and sequence for reemployment assignment (25.2) and within two weeks after the class offerings are created, all part-time faculty and faculty on overloads shall be notified of their reemployment status.

25.3.3 This information shall include what seniority group they are in, what seniority groups were reemployed in full, and which group, if any, was only partially reemployed. It shall also include information as to whether or not they will remain within the part-time/overload reemployment pool.

25.4 Bumping

25.4.1 No bumping shall be allowed after the semester begins.

25.4.2 Prior to the beginning of the semester, part time-faculty members who lose any or all of an assignment because of scheduling changes shall be offered the opportunity to take a comparable assignment and bump a part-time or overload faculty member in a less senior category.

25.5 Breaks in Service

25.5.1 Part-time faculty members who turn down an assignment, are unable to serve for 75% of a semester, are bumped from an assignment or otherwise lose an assignment and are not given an acceptable alternate assignment will retain their place in the reemployment pool for two semesters with the same amount of increment credit.

25.5.2 Part-time faculty members who have lost their assignment because of a cutback in district funds, and have not been reemployed for two semesters, and who request in writing that their names be kept in the reemployment pool shall be so listed. This shall continue as long as the faculty member continues to make such requests.

25.6 No one should be hired new for part-time hours in the Centers if there is a person anywhere in the Centers who wants the hours and who is qualified in terms of seniority, affirmative action, job performance, credentials, training, experience in the field, and special job related skills.

Article 26.0 ORGANIZATIONAL SECURITY

- 26.1 The Union shall hold an Organizational Security election at a time and place and under conditions to be determined by the Union. This election shall be monitored by a neutral organization, such as the League of Women Voters.
- 26.2 If the results of the election indicate that the members of the bargaining unit wish to include agency shop in the agreement, the District shall, effective the beginning of the second pay period after notification by the Union deduct and make appropriate remittance to the Union of all dues and/or service fees as regulated by the dues structure of the Union.
- 26.3 The Union shall notify the District of the structure for service fees according to load. Such service fees shall not exceed the dues structure for members of the Union.
- 26.4 Unit members who object on religious grounds to paying union dues or service fees shall apply to the Union for exemption from payment. If the exemption is agreed upon by the Union, the District shall deduct the equivalent of the service fee and pay that sum to one of three non-profit organizations to be agreed upon by the parties to this agreement.

Article 27.0 SUMMER SCHOOL

- 27.1 This article applies exclusively to an employee's summer session employment.
- 27.2 All contract provisions of the negotiated agreement by and between District and Local 2121 shall be applicable to summer session unit employees except the following:

EXCLUSIONS:

- 1. Article 7 - In the following provisions only: 7.8.1, 7.9
- 2. Article 9
- 3. Article 12
- 4. Article 13
- 5. Article 14
- 6. Article 17 - In the following provisions only:
 - 17.1.7.1 17.3.1.6
 - 17.1.7.3 17.3.2
 - 17.1.8 17.3.2.1
 - 17.2.2 17.3.4
 - 17.2.3 17.6
 - 17.3.1.1 17.9 and all subsections (see 27.5 below)
 - 17.3.1.1.1 17.11 and all subsections
 - 17.3.1.2 17.12 and all subsections
 - 17.3.1.2.1 17.13 and all subsections
 - 17.3.1.3 17.14 and all subsections
 - 17.3.1.5 17.15 and all subsections
 - 17.16 and all subsections
- 7. Article 18

- 8. Article 19 (See 27.4 below)
- 9. Article 21
- 10. Article 23 in the following provisions only:
 - 23.1.2
 - 23.3 in the following provisions only:
 - Article 7, in the following provisions only: 7.8.1, 7.9
 - Article 17 in the following provisions only: 17.9
 - (see 27.5 below)
 - 23.4
 - 23.5
 - 23.7
- 11. Article 24

- 27.3 The "summer session" is not a "semester," and is not a part of the "academic year," "school year" or "academic calendar" as used within the negotiated agreement for any purpose of calculation, application or definition.
- 27.4 Calendar for summer session shall be in accord with past practice unless negotiated between Local 2121 and the District.
- 27.5 Jury Duty/Witness Leave

A member serving on jury duty, or one regularly called for jury duty or as a witness during the summer session shall be granted a leave of absence without loss of pay for no more than four (4) regularly assigned work days. Any further jury or witness leave of absence during summer session shall be without pay. Summer session announcements and/or applications, as applicable, shall cite this provision.

Addenda: Evaluation Forms shall remain the same except for those on the pages following.

EVALUATION FORM

(INSTRUCTIONAL AND NON-INSTRUCTIONAL)

Check one:

- ☐ Peer
- ☐ Peer-Management

Check one:

- ☐ Regular (tenured) faculty
- ☐ 1st & 2nd Sem. Contract (probationary)
- ☐ Part-Time Temporary

Name: _____

Date: _____

Department: _____

Area(s) of Assignment: _____

Check the relevant box for each of the following:

Comment where appropriate.

	Not Applicable	Good	Satisfactory	Satisfactory but Improvement Needed	Unsatisfactory
1. Defines and communicates to students the objectives of the classroom presentation. Comment:					
2. Establishes an instructor-student relationship that is conducive to effective learning. Comment:					
3. Shows a relationship of the material being taught to a broader perspective where appropriate and stresses the inter-relatedness of knowledge and its relevance to daily life. Comment:					
4. Is sensitive to the learning difficulties of individual students and offers encouragement to all students. Comment:					
5. Is cognizant of the general level of class ability. Comment:					
6. Is competent in his/her subject matter. Comment:					

EVALUATION FORM - CITY COLLEGE OF SAN FRANCISCO

	NOT APPLICABLE	GOOD	SATISFACTORY	SATISFACTORY BUT IMPROVEMENT NEEDED	UNSATISFACTORY
7. Has enthusiasm for his/her subject matter. Comment:					
8. Maintains student attention and stimulates students' interest and desire to learn. Comment:					
9. Follows the current course outline in presenting material. Comment:					
10. Adequately prepares for and organizes his/her classroom presentation. Comment:					
11. Controls and manages classroom discussions and other student participation activities. Comment:					
12. Clearly presents the material. Comment:					
13. Has an effective speaking style. Comment:					
14. Effectively uses classroom teaching aids - blackboards, maps, charts, audio-visual materials, etc. Comment:					
15. Paces the presentation of subject matter evenly over the semester. Comment:					

EVALUATION FORM - CITY COLLEGE OF SAN FRANCISCO

	NOT APPLICABLE	GOOD	SATISFACTORY	SATISFACTORY BUT IMPROVEMENT NEEDED	SATISFACTORY
16. Is punctual for class and retains the class for the full period. Comment:					
17. Responds professionally to student behavior problems. Comment:					
18. Shows respect for the personal integrity and dignity of students as demonstrated through tolerance of student opinion, encouragement of student participation, good judgment, tact, reasonableness, and approachability. Comment:					
19. Possesses the physical aptitude for his/her work assignment. Comment:					
20. Possesses the intellectual aptitude for his/her work assignment Comment:					
21. Possesses the emotional aptitude for his/her work assignment. Comment:					
22. Maintains a relationship with students and colleagues (includes staff and administration) in which no overtones of prejudice or discrimination exist. Comment:					
23. Observes the regulations concerning physical equipment and facilities. Comment:					
24. Cooperates with his/her department in routine matters. Comment:					

EVALUATION FORM - CITY COLLEGE OF SAN FRANCISCO

	NOT APPLICABLE	GOOD	SATISFACTORY	SATISFACTORY BUT IMPROVEMENT NEEDED	UNSATISFACTORY
25. Is able to accept and utilize criticism. Comment:					
26. Has concern for professional growth. Comment:					
27. Maintains good interpersonal relations with colleagues (includes staff and administration). Comment:					
28. Is able to use confidential information in a discreet manner. Comment:					
29. Shoulders an appropriate share of overall departmental work load. Comment:					
30. Maintains required office hours and attends scheduled faculty meetings (e.g., including departmental meetings). Comment:					

EVALUATION STANDARDS 17-30 APPLY TO NON-INSTRUCTIONAL PERSONNEL.

EVALUATION STANDARDS 1-30 APPLY TO INSTRUCTIONAL PERSONNEL.

EVALUATION STANDARDS 1-28 APPLY TO PART-TIME

In the space below, the Evaluation Committee will provide a consensus statement.

Overall this faculty member is: ☐ Satisfactory☐ Unsatisfactory

(Check if applicable) ☐ It is the judgment of the Committee that it is in the best interest of the College to re-evaluate this faculty member next semester.

Names and signatures of Evaluation Committee:

Name (print)	Signature	Date

Name (print)	Signature	Date

Name (print)	Signature	Date

Signature of evaluatee/faculty member: _____ Date _____
 (The signature of the evaluatee/faculty member shall not necessarily indicate agreement with the opinions expressed but only that he/she has had an opportunity to read this report.)

☐ I do not concur with this evaluation.Check one: ☐ I have attached a rebuttal.☐ I will forward a rebuttal within one week.

Signature of Evaluatee/faculty member	Date

Signature of Dean	Date

COMMUNITY COLLEGE CENTERS - SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

INSTRUCTOR - EVALUATION

includes

☐ REGULARLEARNING DISABILITY INSTRUCTOR - EVALUATION☐ PART-TIME TEMPORARY☐ 1st YEAR CONTRACT (PROBATIONARY)☐ 2nd YEAR CONTRACT (PROBATIONARY)☐ Peer Evaluation

Name _____

☐ Peer - Management Evaluation

Location _____

THESE QUESTIONS SHOULD BE ANSWERED IN THE CONTEXT OF THE TYPE OF ACTIVITY, DUTY, OR CLASS OBSERVED. CHECK THE RELEVANT BOX FOR EACH ITEM.

	GOOD	SAT.	UNSAT.	N/A
1. Measurable goals and objectives for student behavior...				
Comments: _____				

2. Preparation & organization for classroom presentation..				
Comments: _____				

3. Presentation of the material.....				
Comments: _____				

4. Ability to communicate effectively.....				
Comments: _____				

5. Enthusiasm for teaching.....				
Comments: _____				

INSTRUCTOR - EVALUATION (continued)

GOOD SAT. UNSAT. N/A

6. Competency in the subject matter.....

--	--	--	--

Comments: _____

7. Innovative and Creative Methods.....

--	--	--	--

Comments: _____

8. Instructor-Student Rapport.....

--	--	--	--

Comments: _____

9. Effective use of class time.....

--	--	--	--

Comments: _____

10. Selection of learning activities for students.....

--	--	--	--

Comments: _____

11. Awareness of the general level of class ability.....

--	--	--	--

Comments: _____

12. Sensitivity to student needs.....

--	--	--	--

Comments: _____

INSTRUCTOR - EVALUATION (continued)

	GOOD	SAT.	UNSAT.	N/A
13. Teaching techniques.....				
Comments: _____				

14. Stimulation of students' interest.....				
Comments: _____				

15. Positive reinforcement for good student performance..				
Comments: _____				

16. Recognition of and respect for diversity of students' opinions.....				
Comments: _____				

17. Recognition of and respect for individual differences				
Comments: _____				

18. Use of resources: Texts, supplies & equipment.....				
Comments: _____				

19. Professional response to student behavior problems...				
Comments: _____				

INSTRUCTOR - EVALUATION (continued)

GOOD SAT. UNSAT. N/A

20. Professional growth.....

--	--	--	--

Comments: _____

21. Acceptance of constructive criticism.....

--	--	--	--

Comments: _____

LEARNING DISABILITY INSTRUCTORS ONLY * * * * * Complete #22 through #26

22. Provision for special student needs.....

--	--	--	--

Comments: _____

23. Employment of special instructional techniques.....

--	--	--	--

Comments: _____

24. Knowledge of special techniques & resources.....

--	--	--	--

Comments: _____

25. Professional Commitment to the handicapped.....

--	--	--	--

Comments: _____

INSTRUCTOR - EVALUATION (continued)

LEARNING DISABILITY INSTRUCTORS ONLY * * * * * Complete #22 through #26

	GOOD	SAT.	UNSAT.	N/A
26. Personality & character conducive to special learning procedures.....				

Comments: _____

Signatures of Evaluation Team:

Date:

1. _____
2. _____
3. _____

ADDITIONAL COMMENTS:

SPECIFIC _____

GENERAL _____

Signature of Evaluatee: _____ (Date)

(The signature of the evaluatee shall not necessarily indicate agreement with the opinions expressed but only that he/she has had an opportunity to read this report.)

☐ I do not concur with this evaluation.

Check One: ☐ I have attached a rebuttal.

☐ I will forward a rebuttal within one week.

Signature of Evaluatee

(Date)

COMMUNITY COLLEGE CENTERS - SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

LIBRARIAN - EVALUATION

- ☐ PART-TIME TEMPORARY ☐ 1st YEAR CONTRACT (PROBATIONARY)
☐ REGULAR (TENURED) ☐ 2nd YEAR CONTRACT (PROBATIONARY)

☐ Peer Evaluation

Name _____

☐ Peer - Management Evaluation

Location _____

CHECK ONE

In my opinion, the librarian:

1. Has developed or maintained a satisfactory library service.....

Yes	No	Not Observed

Comments: _____

2. Is helpful as needed.....

--	--	--

Comments: _____

3. Provides useful resource materials.....

--	--	--

Comments: _____

4. Is very willing to assist as appropriate.....

--	--	--

Comments: _____

5. Is competent in his/her professional area.....

--	--	--

Comments: _____

LIBRARIAN - EVALUATION (continued)

6. Carefully explains library functions & use where appropriate.....

Comments: _____

Yes	No	Not Observed

7. Seeks to expand and improve the library resources and services.....

Comments: _____

--	--	--

8. Makes everyone feel welcome.....

Comments: _____

--	--	--

9. Attempts to provide an environment conducive to self-study, research, reading and learning.....

Comments: _____

--	--	--

10. Is helpful in locating materials.....

Comments: _____

--	--	--

11. Communicates well & effectively with whomever needs help.....

Comments: _____

--	--	--

12. Is receptive to questions.....

Comments: _____

--	--	--

LIBRARIAN - EVALUATION (continued)

Yes	No	Not Observed

13. Is enthusiastic about his/her responsibilities.....

Comments: _____

14. Appears to be well suited to his/her tasks and good at his/her job.....

--	--	--

Comments: _____

Signatures of Evaluation Team:

Date:

1. _____

2. _____

3. _____

Evaluatee's comments, if any:

Signature of Evaluatee: _____

(Date)

(The signature of the evaluatee shall not necessarily indicate agreement with the opinions expressed but only that he/she has had an opportunity to read this report.)

☐ I do not concur with this evaluation.

Check One: ☐ I have attached a rebuttal.

☐ I will forward a rebuttal within one week.

Signature of Evaluatee

(Date)

COMMUNITY COLLEGE CENTERS - SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

COUNSELOR - EVALUATION

☐ PART-TIME TEMPORARY☐ 1st YEAR CONTRACT (PROBATIONARY)☐ REGULAR (TENURED)☐ 2nd YEAR CONTRACT (PROBATIONARY)☐ Peer Evaluation

Name _____

☐ Peer - Management Evaluation

Location _____

CHECK THE RELEVANT BOX FOR EACH OF THE FOLLOWING:

	GOOD	SAT.	UNSAT.	N/A
1. Ability to adjust to different situations.....				
Comments: _____				

2. Enthusiasm for counseling.....				
Comments: _____				

3. Judgment and tact.....				
Comments: _____				

4. Cooperative spirit.....				
Comments: _____				

5. Ability to communicate effectively.....				
Comments: _____				

COUNSELOR - EVALUATION (continued)

GOOD	SAT.	UNSAT.	N/A

6. Professional growth.....
Comments: _____

--	--	--	--

7. Punctuality.....
Comments: _____

--	--	--	--

8. Careful planning.....
Comments: _____

--	--	--	--

9. Ability to elicit positive & effective client rapport.
Comments: _____

--	--	--	--

10. Awareness of counselee needs.....
Comments: _____

--	--	--	--

11. Knowledge of counseling techniques.....
Comments: _____

--	--	--	--

12. Knowledge of available resources.....
Comments: _____

COUNSELOR - EVALUATION (continued)

GOOD SAT. UNSAT. N/A

13. Respect for confidentiality.....

Comments: _____

14. Recognition and provision for individual differences.

Comments: _____

15. Willingness to assist as needed.....

Comments: _____

Signatures of Evaluation Team:

Date:

1. _____

2. _____

3. _____

Evaluatee's comments, if any:

Signature of Evaluatee: _____

(Date)

(The signature of the evaluatee shall not necessarily indicate agreement with the opinions expressed but only that he/she has had an opportunity to read this report.)

☐ I do not concur with this evaluation.

Check One: ☐ I have attached a rebuttal.

☐ I will forward a rebuttal within one week.

Signature of Evaluatee

(Date)

☐ PART-TIME COMMUNITY COLLEGE CENTERS - SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
 TEMPORARY
☐ REGULAR (TENURED) ☐ 1st YEAR CONTRACT (PROBATIONARY)
☐ 2nd YEAR CONTRACT (PROBATIONARY)

☐ Peer Evaluation

Name of Instructor _____

☐ Peer - Management Evaluation

Location _____

CHECK THE RELEVANT BOX FOR EACH OF THE FOLLOWING:

	GOOD	SAT.	UNSAT.	N/A
1. Adjustment to different situations & tasks.....				

COMMENTS: _____

2. Program of professional growth.....				
--	--	--	--	--

COMMENTS: _____

3. Enthusiasm for teaching.....				
---------------------------------	--	--	--	--

COMMENTS: _____

4. Judgment and tact.....				
---------------------------	--	--	--	--

COMMENTS: _____

5. Cooperative spirit				
-----------------------------	--	--	--	--

COMMENTS: _____

6. Working relationships with colleagues				
--	--	--	--	--

COMMENTS: _____

RESOURCE INSTRUCTOR - EVALUATION (continued)

	GOOD	SAT.	UNSAT.	N/A
7. Planning and preparation.....				
COMMENTS: _____				

8. Competency in subject matter.....				
COMMENTS: _____				

9. Presentation of material.....				
COMMENTS: _____				

10. Ability to accept & utilize constructive criticism				
COMMENTS: _____				

11. Recognition & respect for individual differences				
COMMENTS: _____				

12. Involvement as a faculty member				
COMMENTS: _____				

RESOURCE INSTRUCTOR - EVALUATION (continued)

	GOOD	SAT.	UNSAT.	N/A
13. Achievement of established goals and objectives COMMENTS: _____ _____ _____				
14. Resourcefulness COMMENTS: _____ _____ _____				
15. Professional techniques COMMENTS: _____ _____ _____				
16. Ability to assist as needed COMMENTS: _____ _____ _____				
17. Willingness to assist as needed COMMENTS: _____ _____ _____				
18. Currency in knowledge of instructional discipline COMMENTS: _____ _____ _____				

RESOURCE INSTRUCTOR - EVALUATION (continued)

GOOD SAT. UNSAT. N/A

19. Ability to communicate clearly.....

--	--	--	--

COMMENTS: _____

Signatures of Evaluation Team:

Date:

1. _____

2. _____

3. _____

Evaluatee's comments, if any:

Signature of Evaluatee: _____

(Date)

(The signature of the evaluatee shall not necessarily indicate agreement with the opinions expressed but only that he/she has had an opportunity to read this report.)

☐ I do not concur with this evaluation.Check One: ☐ I have attached a rebuttal.☐ I will forward a rebuttal within one week._____
Signature of Evaluatee_____
(Date)

COMMUNITY COLLEGE CENTERS - SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

☐ PART-TIME TEMPORARY

ENABLER - EVALUATION

☐ REGULAR☐ 1st YEAR CONTRACT (PROBATIONARY)☐ 2nd YEAR CONTRACT (PROBATIONARY)☐ Peer Evaluation

Name _____

☐ Peer - Management Evaluation

Location _____

CHECK THE RELEVANT BOX FOR EACH OF THE FOLLOWING:

	GOOD	SAT.	UNSAT.	N/A
1. Ability to adjust to different situations.....				
Comments: _____				

2. Enthusiasm for job.....				
Comments: _____				

3. Judgment and tact.....				
Comments: _____				

4. Cooperative spirit.....				
Comments: _____				

5. Positive service relationships.....				
Comments: _____				

6. Concern for professional growth.....				
Comments: _____				

ENABLER - EVALUATION (continued)

GOOD	SAT.	UNSAT.	N/A

7. Punctuality.....

Comments: _____

--	--	--	--

8. Careful planning.....

Comments: _____

--	--	--	--

9. Ability to respond to special needs of handicapped....

Comments: _____

--	--	--	--

10. Awareness of physical/mental conditions requiring special services.....

Comments: _____

--	--	--	--

11. Knowledge of special techniques & resources.....

Comments: _____

--	--	--	--

12. Respect for confidentiality.....

Comments: _____

--	--	--	--

13. Accepting, receptive, warm personality.....

Comments: _____

ENABLER - EVALUATION (continued)

GOOD SAT. UNSAT. N/A

14. Recognition and provision for individual differences.

--	--	--	--

Comments: _____

15. Willingness to assist as needed.....

--	--	--	--

Comments: _____

16. Ability to establish & maintain supportive positive relationships.....

--	--	--	--

Comments: _____

17. Knowledge of pertinent legislation & regulations.....

--	--	--	--

Comments: _____

Signatures of Evaluation Team:

Date:

1. _____

2. _____

3. _____

Evaluatee's comments, if any:

Signature of Evaluatee: _____

(Date)

(The signature of the evaluatee shall not necessarily indicate agreement with the opinions expressed but only that he/she has had an opportunity to read this report.)

☐ I do not concur with this evaluation.

Check One:

☐ I have attached a rebuttal.

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Signature of Evaluatee

Date

COMMUNITY COLLEGE CENTERS - SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

NON-INSTRUCTIONAL EVALUATION

☐ REGULAR☐ 1st YEAR CONTRACT (PROBATIONARY)☐ 2nd YEAR CONTRACT (PROBATIONARY)☐ PART-TIME TEMPORARY☐ Peer Evaluation

Name _____

☐ Peer - Management Evaluation

Location _____

CHECK THE RELEVANT BOX FOR EACH OF THE FOLLOWING:

	GOOD	SAT.	UNSAT.	N/A
1. Adjustment to different situations & tasks.....				

Comments: _____

2. Working relationships with colleagues.....				
---	--	--	--	--

Comments: _____

3. Availability & accessibility.....				
--------------------------------------	--	--	--	--

Comments: _____

4. Competency in carrying out responsibilities.....				
---	--	--	--	--

Comments: _____

5. Effective utilization of environment.....				
--	--	--	--	--

Comments: _____

NON-INSTRUCTIONAL EVALUATION (continued)

GOOD SAT. UNSAT. N/A

6. Responsiveness

--	--	--	--

Comments: _____

7. Willingness to assist as appropriate

--	--	--	--

Comments: _____

8. Knowledge & information pertaining to responsibilities.

--	--	--	--

Comments: _____

9. Awareness of job requirements as appropriate.....

--	--	--	--

Comments: _____

10. Demonstrated ability.....

--	--	--	--

Comments: _____

Signatures of Evaluation Team:

Date:

1. _____

2. _____

3. _____

NON-INSTRUCTIONAL EVALUATION (continued)

Evaluatee's comments, if any:

Signature of Evaluatee: _____ (Date) _____

(The signature of the evaluatee shall not necessarily indicate agreement with the opinions expressed but only that he/she has had an opportunity to read this report.)

☐ I do not concur with this evaluation.

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Signature of Evaluatee (Date)

